

REORGANIZATION PLAN SUBMITTAL SHEET

(Each municipality in a School Union must be indicated separately.)

School Administrative Units Included in APPROVED Notice of Intent	School Administrative Units Submitting Reorganization Plan
Bucksport School Department	Bucksport School Department
Orland School Department	Orland School Department
Maine School Administrative District #18	Maine School Administrative District #18

Contact Information:

RPC Chair

Name: Rob Howard

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Bucksport, Maine 04416

Telephone: 469-7311

email: Rob.Howard@bucksportschools.com

Date Plan Submitted: 11/19/08

Proposed RSU Operational Date: 7/1/09

Signature/Title	Date	SAU
<i>Paul J. Smith Board Chair</i>	10/1/08	Bucksport Department
Signature/Title	Date	SAU
<i>Melard A. Clement Board Chair</i>	10/14/08	Orland School Department
Signature/Title	Date	SAU
<i>Richard Newman Board Chair</i>	10/15/08	MSAD #18
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU

Reorganization Plan Cover Sheet

(Please attach Reorganization Plan as Exhibit A)

Required Elements							
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier ¹	Need Assistance ²
3.A(1)	SAUs included in RSU		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(2)	Size of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Composition of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Apportionment of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(3)	Method of voting of the governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(4)	Composition of local school committees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Powers of local school committees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Duties of local school committees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(5)	Disposition of real & personal school property		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(6)	Disposition of existing school indebtedness (if not using provisions of section 1506)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Disposition of lease-purchase obligations (if not using provisions of section 1506)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(7)	Assignment of school personnel contracts		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of school collective bargaining agreements		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of other school contractual obligations		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(8)	Disposition of existing school funds and existing financial obligations		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(9)	Transition plan that addresses the development of a budget for the first school year		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Transition plan that addresses interim personnel policies		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(10)	Documentation of the public meeting(s) held to prepare or review reorganization plan		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(11)	Explanation of how units that approve reorganization plan will proceed if one or more units do not approve the plan		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(12)	Estimate of cost savings to be achieved		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(13)	Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

¹ Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

² Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

Parameters for Plan Development							
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier ³	Need Assistance ⁴
3.B(1)	Enrollment meets requirements (2,500 except where circumstances justify an exception ⁵)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, Parameter B	When viewed in conjunction with surrounding proposed units, may not result in one or more municipalities being denied the option to join an RSU		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(2)	Comprehensive programming for all students grades K - 12.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Includes at least one publicly supported high school		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(3)	Consistent with policies set forth in section 1451		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(4)	No displacement of teachers		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No displacement of students		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No closures of schools existing or operating during school year immediately preceding reorganization, except as permitted under section 1512		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-26, Parameter F	The plan must address how the school administrative unit will reorganize administrative functions, duties and noninstructional personnel so that the projected expenditures of the reorganized school unit in fiscal year 2008-2009 for system administration, transportation, special education and facilities and maintenance will not have an adverse impact on the instructional program ⁶		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Collaborative Agreements							
						Yes	No
Does your plan currently include information/documentation on collaborative agreements? (not required, but encouraged)						<input checked="" type="checkbox"/>	<input type="checkbox"/>

Exceptions to 2,500 minimum

Actual number of students for which the SAU is fiscally responsible: _____

Exception	Exception Claimed in Plan	Documentation Provided? (Please attach as Exhibit B)	
		Yes	No
Geography	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demographics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Economics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Population Density	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Unique Circumstances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

³ Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

⁴ Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

⁵ Please note in the *Exceptions to 2500 minimum* section on next page

⁶ This requirement is only for those who plan to be operational as an RSU in fiscal year 2008-2009, in accordance with a Reorganization Plan that is approved by the Commissioner and by the voters.

Explanation of Barriers –

Please use this section to explain any/all barriers identified on the previous page as a barrier in completing your Reorganization Plan.

Law Reference/Required Element	Explanation of the barrier

Assistance Needs –

Please use this section to describe your needs for assistance and from whom you need assistance.

Law Reference/Required Element	Explanation of your assistance need	Assistance needed from whom?

Reorganization Planning Committee

October 15, 2008

member	represents	role	phone	address	town	zip	e-mail	Other
Rob Howard	Bucksport	Board	479-5700	148 Central Street	Bucksport	04416	rob.howard@bucksportschools.com	
Roger Raymond	Bucksport	Town	469-7368	PO Drawer X	Bucksport	04416	roger.raymond@bucksportschools.com	
Tom Foster	Bucksport	Community	469-7364	PO Drawer C	Bucksport	04416	tom.foster@bucksportschools.com	
Jennifer Riefler	MSAD 18	Town	469-2045	PO Box 627	Bucksport	04416	jrieffer@u98.k12.me.us	Relocated
Roxanne Mustrail	MSAD 18	Board	469-0800	91 East Side Drive	Verona	04416	roxanne.mustrail@bucksportschools.com	Relocated
Diane Terry	MSAD 18	Town	567-3621h	310 Blanket Lane	Prospect	04981	work Tall Pines/338-4117	Replaced J.R.
Laurie Boardman	MSAD 18	Community	469-0535h 469-3621w	81 East Side Drive	Verona	04416	laurie.m.boardman@usps.gov	
Millard Clement	Orland	Board	469-3032	417 Castline Road	Orland	04472		
Wayne Ames	Orland	Town	469-7788h 469-3186w	PO Box 59	East Orland	04431	wayne.ames@bucksportschools.com	
Guy Haney	Orland	Community	469-2532	122 Gray Meadow Rd	Orland	04472	guy.haney@bucksportschools.com	
Marc Curtis		Superintendent	469-7311	62 Mechanic St	Bucksport	04416	marc.curtis@bucksportschools.com	Replaced J.L.
Judy Lucarelli		Superintendent	469-7311	62 Mechanic St	Bucksport	04416	judy.lucarelli@bucksportschools.com	Relocated
Ann Bridge		Facilitator	876-4418	24 Hayes Road	Parkman	04443-3434	abridge@midmaine.com	
Ralph Gonzales	Orland	Alternate/town	469-3230	60 Schoolhouse Road	Orland	04472		
Tom Taylor-Lash	Orland	Alternate/board	469-3003	320 Front Ridge Road	Orland	04472		
Paul Bissonnette	Bucksport	Alternate/board	469-7302	PO Box 1953	Bucksport	04416		
Jeff Robinson	Bucksport	Alternate/town	469-7925	PO Box 298	Bucksport	04416		
Rick Newman	Prospect	Alternate/board	567-3051	1150 Bangor Road	Prospect	04981		Replaced R.M.

RSU PLAN

This Reorganization Plan has been submitted on behalf of the school departments of the Town of Bucksport and the Town of Orland, and Maine School Administrative District No. 18. If prior to adoption of this Plan a court finds a material provision of this Plan to be unenforceable due to illegality or otherwise, or if subsequent to the submission of this Plan to the Commissioner of Education for approval and prior to any proposed member calling the referendum to consider adoption of this Plan the legislature amends the laws governing reorganization into regional school units, then the RPC that has submitted this Plan may reconvene and by majority vote may reopen consideration of this Plan, and may thereafter make such amendments to this Plan as it may deem advisable for resubmission.

Item 1. Specify school systems to be included in the RSU: The school administrative units included in the Regional School Unit (RSU) shall be Bucksport, Orland, and MSAD 18 (Prospect and Verona Island), as proposed by the three school boards and approved by the Commissioner, or such of them as approve this Plan in accordance with Item 11 below.

Item 2. RSU School Board size, composition and apportionment across the towns: The RSU Board shall include four (4) members from Bucksport, two (2) members from Orland, one (1) member from Prospect, and one (1) member from Verona Island.

Item 3. Method for voting by RSU Board: Voting shall follow Option D, a locally developed method. Votes shall be weighted based on the most recent estimated census prepared by the US Bureau of Census of the town divided by the number of board members allocated to the town. Based on the July 1, 2007 census and using the board size and apportionment from Item 2, votes in 2007-2008 would be weighted as follows:

RSU towns	7/1/07 census	members	weighted votes
Bucksport	4,912	4	1,228
Orland	2,015	2	1,008
Prospect	633	1	633
Verona Island	578	1	578
Total	8,139	8	

In accordance with 20-A MRSA §1472-B, initial terms of Board members shall be as follows:

Bucksport: 1 3-year term, 2 2-year terms, 1 1-year term
 Orland: 1 3-year term, 1 1-year term
 Prospect: 1 2-year term
 Verona: 1 3-year term

Item 4. Composition, powers, and duties of any local school committees to be created:

The RSU shall have no local school committees. The RSU shall have a Facilities Oversight Committee consisting of eight members, two from each town. One member from each town shall be appointed by the RSU Board for a term of 1 year unless otherwise specified in the appointment, and one member from each town shall be selected by the elected municipal officials of the town for a term of 1 year unless otherwise specified in the selection. The Committee shall be advisory to the RSU Board regarding annual facilities

planning priorities and the budget for facilities maintenance and improvements. The RSU will also maintain a Curriculum and School Calendar Oversight Committee consisting of eight members, two from each town who have children attending school or schools within the RSU. Members of the committee will be selected by the RSU Board for terms specified by the RSU Board, from a list of interested parents after posting public notice in a local paper and sending a letter to all parents notifying them of the opportunity to serve on the committee. The Committee shall be advisory to the RSU Board regarding the annual school calendar and the school curriculum that is being proposed for each grade level. Committee input shall be received prior to adoption of the calendar and budget for the RSU.

Item 5. Disposition of real and personal school property:

- A. The RSU shall take title to buildings constructed with state funding, in which children receive instruction as of the operational date of the RSU, in accordance with the following stipulations.
 - (1) Prior to the effective date of the RSU, all agreements and understandings about use and upkeep of facilities will be incorporated into such deeds, leases, easements or other agreements as may be appropriate to effectuate the terms of this Plan and are approved by the RSU board during the interim period. Wherever Item 5 of this Plan refers to a “lease” the intention is that the rights of use and/or occupancy of the tenant, whether the RSU or a member town, shall be permanently protected unless otherwise stated in this Plan, and that this may be accomplished by means of a reservation in the deed of transfer to the RSU, by easement, by lease or by any other indenture suitable for that purpose. In all such cases, unless otherwise specified in this Item 5, the holder of fee title shall insure improvements on the property for the parties as their interests may appear, and shall be responsible for all maintenance, upkeep and repairs.
- B. The Town of Bucksport will retain the old Junior High Field and grant a lease to the RSU for shared use of the facility per current conditions.
- C. Jewett School will be transferred to the RSU excepting the following:
 - (1) The Town of Bucksport will retain the shared use by lease of the community center space and storage areas currently occupied by Town of Bucksport.
 - (2) The Town of Bucksport will retain a perpetual easement across the property for the public drainage pipe.
 - (3) The Town of Bucksport will retain a perpetual easement across the property for the sanitary sewer.
 - (4) The Town of Bucksport will retain the shared use by lease of the Head Start playground until the playground is no longer in use.
 - (5) The Town of Bucksport will retain the parking lot on Bridge Street adjacent to Jewett School and lease the required area for shared use by the RSU per current conditions
 - (6) The Town of Bucksport will retain the drain pipe and sewer line on the Bridge Street parking lot property.
 - (7) The Town of Bucksport will retain the swimming pool parking lot.
- D. Bucksport High School buildings and grounds will be transferred to the RSU except the following:
 - (1) tennis court
 - (2) equipment storage shed and property (beyond power line)
 - (3) perpetual easement to the Miles Lane Trail

(4) new bathrooms and concession stand and property

(5) football and softball fields, subject to a shared lease to the RSU to be negotiated for use of the facility

(6) property that includes the power line right of way

These facilities will be leased to the RSU for shared use with exception of equipment storage facility located beyond power line.

E. Miles Lane School will be transferred to the RSU excepting the following:

(1) perpetual easement to the Miles Lane Trail

(2) Miles Lane Access Road, however, an easement for access and utilities will be transferred to the RSU

(3) The shared use by lease of the Miles Lane Gym

F. Bucksport Middle School buildings and grounds will be transferred to the RSU excepting the following:

(1) The shared use by lease of the Bucksport Community Performing Arts Center

(2) Perpetual easement to the Miles Lane Trail

(3) Miles Lane Road, however, an easement for access and utilities will be transferred to the RSU
Storage building will be transferred to the RSU.

Middle School ball fields will be transferred to the RSU

A perpetual easement to land off Forest Hill will be granted to the RSU for drainage ways and structures.

G. Miles Lane Fields will be leased to the RSU for school shared use per current conditions.

H. The Luman Warren School will be transferred to the RSU.

(1) The Town of Bucksport will retain a perpetual easement for the sewer pipe across the property

(2) The Town of Bucksport will retain a perpetual easement for the storm pipe across the property

I. Orland Consolidated School and grounds shall be transferred to the RSU with the following conditions

(1) The Orland shop building and the Orland baseball dugouts shall become the property of the RSU

(2) The Recreation storage building on the grounds of the Orland Consolidated School shall become the property of the RSU, with continued shared use by the community as in the past.

J. The citizens of the RSU member town in which transferred school property is located shall continue to have the same access to school property after the operational date of the RSU, as they had with the municipal school systems.

K. All educational materials such as books, classroom supplies, equipment, and furniture shall become property of the RSU to continue to be used for the purpose intended: education of children in the schools.

L. The following vehicles and grounds equipment shall become the property of the RSU:

(1) John Deere tractor purchased by Bucksport School Department

(2) 2 Toro Z-mowers purchased by Bucksport School Department

(3) Pickup purchased by Bucksport School Department

(4) 1998 Pontiac van purchased by Bucksport School Department

(5) Field watering reel purchased as part of the Middle School construction project

(6) All other grounds equipment purchased with Bucksport School Department funds

M. The RSU shall preserve the existing use of the buildings and grounds by the citizens of the communities. Any substantive change in the existing community use of the buildings and grounds must be approved by the RSU Board and then by a town referendum vote. Reference is made to existing Buildings & Grounds use Policies regarding such existing community use.

There will be no cost for shared leases.

Abandoned buildings shall be offered back to the town that originally conveyed the title of ownership to the RSU.

If for any reason the RSU dissolves the buildings will be offered back to the town that originally conveyed the title of ownership to the RSU.

Item 6. Disposition of existing indebtedness:

- A. Under the current school funding formula, Bucksport's state-approved debt payments for debt that remains on June 30, 2009 shall be allocated to Bucksport in the regional school unit and shall be State funded so long as Bucksport remains at the annually established mill expectation. These payments are not a tax burden for Orland, Prospect, or Verona Island.

A full listing of this debt is as follows:

<i>Name of SAU</i>	<i>Year Issued</i>	<i>Original Principal Amount</i>	<i>Asset Acquired, Constructed or Renovated</i>	<i>Principal Balance as of July 1, 2009</i>	<i>Final Payment</i>
<i>Bucksport</i>	<i>90-91</i>	<i>\$4,308,600</i>	<i>Miles Lane School</i>	<i>\$215,000</i>	<i>4/1/10</i>
<i>Bucksport</i>	<i>99-00</i>	<i>\$1,508,439</i>	<i>Bucksport High School</i>	<i>\$603,375</i>	<i>11/1/14</i>
<i>Bucksport</i>	<i>02-03</i>	<i>\$8,226,730</i>	<i>Bucksport Middle School</i>	<i>\$5,758,714</i>	<i>11/1/22</i>

- B. The remaining "local-only" debt of the Bucksport School Department that exists on June 30, 2009 for the Miles Lane School gymnasium and Middle School Auditorium shall be the responsibility of Bucksport.
- C. The remaining "local-only" debt of the Bucksport School Department that exists on June 30, 2009 for the Bucksport High School roofs shall be the responsibility of Bucksport, Orland, Prospect, and Verona Island, the funding formula listed in this plan.
- D. The local only debt shall be paid in accordance with the debt service schedule.

Item 7. Assignment of school personnel contracts, school collective bargaining agreements, and other school contractual obligations:

- A. A list of all written individual employment contracts for non-instructional employees in the Bucksport School Department follows:

Superintendent	contract expires 6/11
Curriculum Coordinator	contract expires 6/10
Special Education Director	contract expires 6/10
Assistant Spec Ed Director	contract expires 6/10

School Health Coordinator contract expires 6/10

Adult Education Director contract expires 7/10

- B. A list of all employees of the existing SAUs who are not instructional employees and who do not have written individual employment contracts follows.

Bucksport	Central Office Manager
	Administrative Secretary
	Bookkeeper
	Curriculum Coordinator Secretary
	Special Ed Secretary
	Adult Ed Secretary
	Maintenance Director
	Food Service Director
	3 Kitchen Managers
	3 Head Cooks
	6 Assistant Cooks
	Technology Coordinator
	2 Technology Assistants
Orland	Bookkeeper
	Secretary
	Media Monitor
	Maintenance Supervisor
	2 Custodians
	Food Service Manager
	Assistant Cook

- C. The duties and assignments of all employees transferred to the RSU shall be determined by the Superintendent of the RSU or his/her designee. School based employees who are not covered by a Collective Bargaining Agreement are as follows:

Principal Miles Lane and Jewett Schools	contract expires 7/10
Principal Bucksport Middle School	contract expires 6/10
Assistant Principal BMS, half time	contract expires 7/10
Principal Bucksport High School	contract expires 6/10
Assistant Principal BHS	contract expires 7/10
Adult Education Director	contract expires 7/10
Principal Orland Consolidated School	contract expires 6/10

- D. Pursuant to Section XXXX-43(5), individuals on the lists in A, B, and C, above who are employed on the day before the operational date shall become employed by the RSU as of the operational date, and their contracts shall be assumed by the RSU on the operational date unless budgetary constraints necessitate a reduction in force or other actions as allowed by State statute or applicable contracts.
- E. This provision does not prevent the existing school systems from terminating or non-renewing the contracts of employees in accordance with applicable law before the operational date of the RSU. The list shall be updated and made final no later than the day before the operational date of the RSU.

- F. The following collective bargaining agreements to which the SAUs are a party shall be assumed by the regional school unit board as of the operational date:

Bucksport Teachers	expires 8/31/10
Bucksport Support Personnel	expires 6/30/11
Orland Teachers	expires 8/31/10
Orland Ed Techs	expires 6/30/09

All of the employer's rights and responsibilities with respect to collective bargaining shall be fully assumed by the regional school unit board as of the operational date.

All unexpired collective bargaining agreements with different expiration dates will be honored to their expiration dates.

Collective bargaining agreements will be bargained on an interim basis in any bargaining unit so that all collective bargaining agreements expire on the same date.

Subsequent negotiations shall be done in an effort to have consistent contracts by 2012.

- G. Each school system has a contract with First Student for transportation services. The contracts with Bucksport and MSAD 18 expire before the RPC becomes operational. The contract with Orland expires in June 2010. To provide a common contract renewal date for student transportation, the Orland contract shall be shortened by one year. The RSU Board shall advertise for provision of transportation services through a sealed bid process with the contract to take effect when the RSU becomes operational.
- H. The Bucksport School Board, Orland School Committee, and superintendent shall seek to terminate or negotiate for termination of the following contracts prior to the operational date of the RSU.
- (1) All contracts for photocopiers shall be renegotiated as a single RSU contract as soon as this can be accomplished based on the renewal date of existing contracts.
 - (2) The contract for Medicaid billing shall continue as a single contract for the RSU.
 - (3) Annual service contracts, including special education services, shall be the responsibility of the RSU.

Item 8. Disposition of existing school funds and financial obligations, including undesignated fund balances, trust funds, reserve funds, and other funds appropriated for school purposes:

- A. Existing Financial Obligations. Pursuant to Section XXXX-36(5) the disposition of existing financial obligations is governed by this plan.

Existing financial obligations shall include the following:

- (1) all accounts payable;
- (2) to the extent not included as accounts payable, any financial obligations which under generally accepted accounting principles would be considered expenses of the SAU for any year prior to the year the RSU becomes operational, whether or not such expenses were budgeted by the SAU in the year the obligations were incurred, including for example July and August accrued teacher salaries owed for the last school year before the RSU becomes operational and with the following exceptions: The total accrued summer salaries for the Orland School Department shall be calculated before June 30, 2009. The total amount shall be reimbursed to the RSU by the Town of Orland in 60 equal monthly installments beginning with the first payment in July 2009.

- (3) all other liabilities arising under generally accepted accounting principles that can be reasonably estimated and are probable.

Each SAU shall satisfy its existing financial obligations from all legally available funds. If an SAU has not satisfied all of its existing financial obligations, the SAU shall transfer sufficient funds to the region to satisfy its remaining existing financial obligations, and the regional school unit board shall be authorized to satisfy those existing financial obligations on behalf of the SAU. If the SAU does not transfer to the region sufficient funds to satisfy its existing financial obligations, then to the extent permitted by law, the regional school unit board may satisfy those obligations from balances that the SAU transfers to the region. If the available balances transferred are insufficient to satisfy the SAU's existing financial obligations, or are not legally available for that purpose, the regional school unit board may take any action permitted by law so that all of the municipalities of the region are treated equitably with respect to the unsatisfied existing financial obligations of an SAU. For example, to the extent permitted by law, the regional school unit board may satisfy the unpaid existing financial obligations of an SAU in the same manner and with the same authority as for unassumed debt under the provisions of 20-A M.R.S.A. § 1506(4).

Additionally, to the extent permitted by law, if in the judgment of the regional school unit board it must raise funds from all its members to satisfy existing financial obligations of an SAU, the regional school unit board also shall be authorized to raise additional amounts for the purpose of making equitable distributions (which may be made in the form of credits against assessed local shares of the region's approved budget) to those region members that would otherwise bear costs attributable to unsatisfied existing financial obligations of an SAU for which they had no financial responsibility. The intent of the preceding sentence is that financial responsibility for unsatisfied existing financial obligations of an SAU be borne by its members and not by the other members of the region.

- B. Remaining Balances. The balance remaining in the SAU's school accounts after the SAU has satisfied existing financial obligations in accordance with this plan shall be paid to the treasurer of the regional school unit, verified by audit and used to reduce that SAU's contribution as provided by Section XXXX-43(4). Unless the Legislature otherwise provides, in the case of a school administrative district, the school board of the district shall specify in writing to the regional school unit board how the region shall allocate transferred remaining balances between district members. Unless the Legislature otherwise provides, if the district board has not specified in writing to the regional school unit board how this allocation shall occur, then the transferred remaining balances shall be credited to the district's members in proportion to their respective shares of that portion of the total local costs of the region allocable to all of the district's members for the operational year.

Audits of the separate school systems shall be completed by September 30 of the first year the RSU is operational. All accounts receivable and accounts payable shall be determined based on a benefit date of June 30. The separate school systems shall be responsible for accounts payable and shall benefit from accounts receivable, which shall be reflected in the assessment paid to the RSU by October of the first year the RSU is operational.

- C. Reserve Funds. SAUs shall transfer remaining balances of reserve funds to the regional school unit. Unless otherwise provided by applicable law, a transferred reserve fund shall be used in accordance with its original purpose to benefit a school or schools of the SAU. Transferred reserve funds shall be subject to Title 20-A M.R.S.A. § 1491, except that the transfer of funds in a reserve fund or a change in purpose of the fund may only occur in such manner that the funds continue to benefit the members of the SAU that transferred that reserve fund to the region.
- D. Scholarship Funds. SAUs shall transfer remaining balances of scholarship funds to the region. Scholarships shall be limited to the original pool of potential recipients unless otherwise provided by the donor or by applicable law. This includes the following funds:

Teacher Aide Scholarship Fund: to assist teacher aides in earning a bachelor's degree

Weirich Scholarship Fund: for post-secondary scholarships, awarded by the high school scholarship committee

- E. Trust Funds. SAUs shall transfer trust funds to the region. The regional school unit board shall be deemed the successor trustee for all purposes, except as provided by the trust or by applicable law.

Spofford Grammar School Fund: for the express benefit of "orphaned scholars" who must be citizens of the Town of Bucksport

Gardiner High School Fund: for the express benefit of any student in need of personal items including but not limited to the purchase of coats, boots, and glasses

- F. Oil tanks and propane tanks shall be filled on June 30 of the last year the separate school systems exist. All of the oil and propane in the tanks shall be valued at the June 30 price. The RSU shall pay Orland for the Orland oil and gas and Bucksport for the Bucksport oil and gas prior to August 1 of the first year the RSU is operational. Tanks are as follows:

	<u>school</u>	<u>oil tank capacity</u>	<u>gas tank capacity</u>
Bucksport	Jewett School	4000 gal	n/a
	Miles Lane School	6000 gal	1000 gal
	Bucksport Middle School	10,000 gal	1000 gal
	Bucksport High School	4000 gal	3:100 gal
Orland	Orland Consolidated School	2500 gal	2:120 gal

- G. All accounts maintained by school organizations or using the RSU tax identification number shall be audited on an annual basis and shall comply with tax laws and RSU policies and procedures. This includes student activity accounts and any other accounts maintained by the RSU, by its schools.
- H. Bucksport Orland Adult and Community Education shall become the RSU Adult and Community Education and all balances and obligations shall be carried over to the new entity when the RSU becomes operational.
- I. Balances of the Orland and Bucksport Food Services programs shall be deposited in the general fund of the respective school department when the RSU becomes operational, and shall be used to offset the school department's assessment by the RSU in the first year the RSU becomes operational. The first RSU budget shall include an allocation for food services to ensure necessary cash resources for operations.
- J. All purchasing for the RSU by a school committee in advance of the operational date shall be reimbursed by the RSU once the RSU is operational and has an operating budget to draw upon, but only if such purchase is approved in advance by the RSU school board. The Superintendent shall maintain a list of all such items as they are approved for purchase.

Item 9. Transition plan that addresses the development of the first annual budget for the RSU and interim personnel policies:

A. Development of Transitional Policies

All personnel policies existing in the previous school administrative units shall continue to apply to the same employment positions and schools after they become part of the regional school unit. After the operational date, the regional school unit board and superintendent shall develop and adopt region-wide policies in accordance with applicable law.

B. Process for development of 2009-2010 RSU budget

(1) Budget Development Process

- a. Each administrator develops a cost-center budget

- b. Meet as a Team to prioritize as a group
- c. Superintendent makes final decisions on recommendations, presents proposed budget to RSU Board in specified cost center categories and revenue categories
- d. RSU Board reviews/modifies proposed budget, approves budget for citizen consideration
- e. RSU Board presents budget in District budget hearing
- f. Citizens present at RSU Budget Meeting act on budget articles presented in cost center summary budget format in accordance with applicable law.
- g. Within 14 calendar days after District Meeting but not on a Saturday, Sunday or legal holiday, RSU Board submits budget to budget validation referendum for final approval
- h. If referendum fails, RSU Board decides what budget to take for a second RSU budget meeting, and process repeats until the budget validation referendum approves the budget approved at the RSU budget meeting.
- i. If not resolved by July 1, the RSU implements the most recent budget approved by the Voters at a budget meeting, until such time as a budget is approved by budget validation referendum.

(2) Draft 2009-2010 Budget Development Anticipated Timeline

November	Budgets to Cost Center Administrator
late December	Budgets to Superintendent
early February	Administrative Team begins Review of Proposed Budget
early March	Team Finalize Total Proposed Budget
mid March	RSU Board Review of Proposed Budget
mid April	RSU Board Vote on Proposed Budget
early May	RSU Board conducts hearing on Proposed Budget
mid May	RSU Meeting held on Proposed Budget
late May	Referendum on Proposed Budget: within 14 calendar days of RSU meeting but not on Saturday, Sunday or legal holiday

Item 10. Documentation of the public meeting(s) held to prepare or review the reorganization plan:

To develop this Plan, the RSU held the several public meetings, all open to the public. Meetings were posted in the Enterprise and the Ellsworth American as well as on the Bucksport School Department web page. Copies of minutes and agendas were provided to all school board members, all four municipal offices, and placed on the web page. For all but one RPC meeting this was mailed in advance of the meeting. The ground rules of the RPC stipulate that after a motion is made and seconded, and before there is a vote on the motion, the chair asks citizens present if there are any comments or questions on the matter under consideration.

6 pm Monday, September 17, 2007 at Bucksport Town Council Chambers
 6 pm Tuesday, October 2, 2007 at Bucksport Middle School Library
 6 pm Monday, October 15, 2007 at Bucksport Middle School Library
 6 pm Monday, October 22, 2007 at Orland Consolidated School room 40
 7 pm Tuesday, October 30, 2007 at Jewett School Conference Room
 6 pm Monday, November 19, 2007 at Bucksport High School Library
 6:30 pm Monday, November 26, 2007 at Miles Lane School
 6:30 pm Monday, December 10, 2007 at Jewett School Conference Room
 6:30 pm Monday, January 7, 2008 at Jewett School Conference Room
 6:30 pm Monday, January 28, 2008 at Jewett School Conference Room
 6:30 pm Monday, February 25, 2008 at Jewett School Conference Room

6:30 pm Wednesday, May 14, 2008 at Jewett School Conference Room
6:30 pm Thursday, June 19, 2008 at Jewett School Conference Room
6:30 pm Monday, July 14, 2008 at Jewett School Conference Room
6:30 pm Tuesday, July 22, 2008 at Jewett School Conference Room
6:30 pm Tuesday, July 29, 2008 at Jewett School Conference Room
6:00 pm Tuesday, August 5, 2008 at Jewett School Conference Room
6:30 pm Tuesday, August 19, 2008 at Jewett School Conference Room
6:30 pm Friday, September 5, 2008 at Jewett School Conference Room
6:30 pm Tuesday, September 30, 2008 at Jewett School Conference Room

The plan was discussed at each board meeting held in September, October, and November and at special board meetings held the last week of November when the Boards voted to submit the plan. Meetings were held as follows:

Bucksport: Council Chambers, 7 pm on 9/5/07, 10/3/07, 11/15/07, 11/28/07, 8/06/08 action following the hearing on 10/1/08

Orland: Orland Consolidated School, 6:30 pm on 9/11/07, 10/9/07, 11/13/07, 11/27/07, 8/12/08 action following the hearing on 10/14/08

MSAD 18: Central Office, 7 pm on 9/12/07, 10/10/07, 11/14/07, 11/27/07 action following the hearing on 10/8/08

Citizens are permitted to speak at all board meetings.

Hearings were held on the RSU to be sent to the Department of Education:

Orland at 6:30 pm on 8/12/08 and 10/14/08 in the Orland Consolidated School

MSAD 18 at 6 pm on 10/08/08 in the Central Office

Bucksport at 7 pm on 10/1/08 in the Town Council Chambers.

Item 11. Explanation of how the school systems that approve the plan will proceed if not all involved school systems approve the plan:

It is the intent of the RPC for all member communities to vote in favor of forming the RSU, should the plan be rejected by one SAU, but accepted by SAU's representing at least 1000 students (based on the October 2006 enrollment), the supporting communities will request the commissioner to approve the RSU, or appeal to the State Board of Education. The basis of the request and if needed subsequent appeal is PL 2007 Chapter 668 Section 45.

The action taken based in the original vote and subsequent approval of the Commissioner or State Board of Education shall not prohibit the RSU from accepting another SAU at a future date.

Item 12. Estimate of the cost savings to be achieved and how these savings will be achieved:

All cost savings listed in this plan are estimates and are subject to change by the RSU Board.

The RSU Board will annually review all cost centers as they relate to the State's Essential Programs and Service Model. Each year the RSU Board and Administration will conduct a cost analysis using EPS figures prior to developing a budget. Every reasonable attempt shall be made to design and implement a cost efficient budget that will meet the needs of all students and maintain the State's Essential Programs and Service Model levels. If EPS levels are exceeded in any area then a written explanation shall accompany the budget and copies will be provided for citizens to review at the budget hearing.

The following potential cost savings are projected for the first three years of RSU. It is expected that the RSU board will find additional savings with a more in depth investigation of the cost centers.

RSU SAVINGS

A. RSU Savings

2009/10- Superintendent's Office:

Efficiencies in audit and legal services; ADS hardware and software contract; advertising; and postage could result in a savings of \$8,000.

Facilities Management: Facilities costs may reflect savings due to adding Orland to the bid for electricity and heating oil, and purchasing advantages for Orland custodial cleaning and paper supplies. No other savings are anticipated since no schools are closing. Based on 2007-2008 prices and usage this could result in a savings of \$10,000.

Transportation:

Bucksport, Orland and SAD#18 (Prospect & Verona Island) operate 20 buses. The 3 contracts will be terminated and a new single contract will be bid. In addition, routes will be reviewed, along with walking zones and student bus loads in an effort to reach peak efficiencies. It is estimated that \$50,000 can be saved with the new bid.

Tuition:

Student tuition budgeting results in raising higher revenues than are anticipated, since the precise number of students and precise tuition cost is not known at the time the budgets must be approved. In 2007-2008 this would result in a one-time savings of \$97,000.

Energy Plan

The RSU Board will prepare an Energy Plan that identifies steps to reduce energy consumption district wide and new energy alternatives, if deemed financially advantages.

Pre-School

The RSU Board will investigate a relationship with Child and Family Opportunities to implement a district wide Pre-K School Program and to determine the efficiencies that can be realized by the RSU both financially and educationally.

Tuition

The principal and guidance director at the Bucksport High School will meet prior to February 1 of each year with all eighth graders and parents in Orland to discuss attendance of their child at Bucksport High School.

School Board:

Reduction in School Board stipends from 16 to 8 saving \$2,400.

Partnerships:

These school systems belong to the Penobscot River Educational Partnership. Bucksport is one of the districts that received a grant from the Maine Municipal Bond Bank to find ways to save costs through shared services. This grant extends through June 2008. Currently we are exploring savings in food service, maintenance and safety, financial operations, and adult education. Precise savings are not known at this time.

2010/11 Superintendent's Office: *Approximately \$40,000 per year will be saved in system administration by the following measures:*

- (1) Reducing one bookkeeper position to half-time;*
- (2) Reducing one secretary to part time*

Class size:

Savings are possible by combining small district classes to provide for more efficient delivery of services and in some cases at richer curriculum. This action is estimated to save \$100,000.

2011/12

Other than continuance of the above listed cost savings, other cost savings are unknown at this time.

B. Other Savings

- 1. Total Cost avoidance/containments from the three year penalties \$852,321 (estimate)*

COST INCREASES

Contracts:

Negotiated personnel costs are projected to increase by as much as \$134,571 per year if the new negotiated agreements for teachers and educational technicians bring equity between Bucksport and Orland employees, based on salary and health insurance schedules and positions employed during 2007/2008.

Economy/Inflation:

Unknown

Item 13. Such other matters as the governing bodies of the school administrative units in existence of the effective date of this chapter determine to be necessary.

A. Plans to organize administrative, transportation, building and maintenance and special education.

The RSU will not become operational until 7/1/09 so this item does not apply as stipulated by the Commissioner.

B. Cost-Sharing Formula:

1) Cost Sharing in Regional School Unit

The intent of this plan is to have additional local funds shared fairly and equitably among the RSU member municipalities. The allocation of additional local funds shall be calculated on a 50% Valuation/50% Resident Student Population basis. Notwithstanding the formula contained herein, and as described in section 13 sub section D2, if the percentage of high school students from Orland attending Bucksport High School falls below 65% of the Orland high school students, Orland also shall pay the RSU the Bucksport High School tuition rate for each student below 65%.

The RSU shall phase in over two years the 50% Valuation/50% Student Population Method of allocation local additional funds as follows:

Year 1 (FY'10): The additional local funds shall be allocated in the following manner:

Bucksport=	64.40%
Orland=	23.42%
Prospect=	6.11%
Verona Island=	6.07%

During the first year individual towns may use their remaining balances to offset their RSU assessments, including their assessments for additional local costs.

Year 2 (FY'11) One half of the additional local funds shall be allocated based on the percentage basis used for year 1 and one half based on 50% Valuation and 50% Student Population Model.

Year 3 and later: All additional local funds costs shall be allocated based on the 50%Valuation and 50% Student Population.

It is understood that in addition to the cost sharing formula, Bucksport shall be responsible solely for its local only debt. In addition, Orland shall be responsible for secondary tuition cost of choice schools if said cost exceeds the RSU secondary tuition rate, and if the percentage of secondary school students from Orland falls below 65%, Orland shall pay the RSU the RSU secondary tuition rate for each student below 65%. (This does not include IVF at this time)

* Accrued Salaries – See Section 8.A.2.

(2) to the extent not included as accounts payable, any financial obligations which under generally accepted accounting principles would be considered expenses of the SAU for any year prior to the year the RSU becomes operational, whether or not such expenses were budgeted by the SAU in the year the obligations were incurred, including for example July and August accrued teacher salaries owed for the last school year before the RSU becomes operational and with the following exceptions: The total accrued summer salaries for the Orland School Department shall be calculated before June 30, 2009. The total amount shall be reimbursed to the RSU by the Town of Orland in 60 equal monthly installments beginning with the first payment in July 2009.

This local cost sharing formula applies only to the amount, if any, of additional local funds. It does not apply to the required local contributions raised by each municipality pursuant to – 20-A M.R.S.A. S 15688.

2) Changing Cost Sharing Formula

Amendments to this cost sharing formula may incorporate any factor or combination of factors permitted by law in addition to or in lieu of fiscal capacity and resident pupils.

The method of amending the cost sharing formula is as follows:

A. If requested by a written petition of a least 5% of the number of voters voting in the last gubernatorial election within the regional school unit, or if approved by a majority of the full regional school unit board, the regional school unit board shall hold at least one meeting of municipal representatives to reconsider the method of sharing costs. The region shall give at least 15 days notice to each municipality comprising the region of any meeting.

B. Each member municipality must be represented at the meeting or meetings by 2 representatives chosen at large by its municipal officers, and one member of the regional school unit board chosen by the municipality's municipal officers.

Prior to the first meeting of municipal representatives the region shall engage the services of a facilitator selected from the list, if any, maintained by the commissioner. The facilitator shall:

(1) At the first meeting, review and present data and information pertaining to sharing of costs within the region. Pertinent information may include, but is not limited to, a description of the region's cost-sharing method, the elements involved in the calculation of each municipality's costs and a graphic depiction of the current and historic distribution of costs in the region.

(a) Solicit and prepare a balanced summary of the concerns of municipal officials, educators and the public about the current method of cost sharing; and

(b) Develop a plan of action for consideration by the municipal representatives that responds to the information collected and the concerns raised. The plan of action must include a list of expectations for the conduct of the parties, options for proceeding and an assessment of the likely success of those options.

C. A change in the method of sharing costs may only be approved by a majority vote of the municipal representatives present and voting.

D. If a change in the cost-sharing method is approved by a majority of the municipal representatives meeting pursuant to paragraph A, the change must be submitted to the voters at a referendum election. It becomes effective when approved by a majority vote of the region in a referendum called and held for this purpose in accordance with sections 1501-1504 of Title 20-A, except that, if the proposed change in cost-sharing plan is based in whole or part on factors other than fiscal capacity or pupil count, the change must be approved by a majority of voters voting in each municipality in the region.

E. If approved at referendum, assessments made by the regional school unit board for budgets thereafter submitted to the RSU voters shall be made in accordance with the new method of sharing costs.

F. The secretary of the region shall notify the state board that the region has voted to change its method of sharing costs. The state board shall issue an amended certificate of organization showing this new method of sharing costs.

13. C. Election of initial board of directors

The initial board of directors shall be elected as provided in Title 20-A, Section 1472-A

13 D.Tuition Contracts

1.The contracts listed below will expire July 1, 2009 with the formation of the RSU.

2. The following tuition contracts are in existence as of the date of this plan (refer to Contracts for complete details):

SAU:	Other Party	Description	Termination Date
SAD# 18	Bucksport	SAD#18 has an exclusive contract with Bucksport to send <u>all</u> K-12 students to Bucksport Schools. This contract will be extinguished on the operational date if the RSU is approved at referendum, and all students in Prospect and Verona Island 10/1/2008 shall attend RSU schools, subject to general provisions of Maine school law.	June 30,2011
Orland	Bucksport	Orland has a contract to send a minimum of 65% of its 9-12 students to Bucksport High School. The contract provides that if the percentage of high school students from Orland falls below 65% during the life of the contract, the Orland School Department will pay tuition for 65% of Orland High School students. (Please see Item 13. B.1) for further clarification)	June 30,2010

13 D.2. School Choice

The following SAU's offer some or all of their students a choice of which school to attend:

SAU	Description
Orland	Orland students in grades 9-12 may choose any secondary school approved for tuition purposes.

High School choice for Orland students shall continue unless eliminated or modified in accordance with State law. If the tuition payable to the high school of choice exceeds the RSU tuition rate, the additional expense pursuant to 20-A MRSA Section 1479 sub-section 5 shall be an additional local assessment to the Town of Orland.

13 E. Claims and Insurance

Disclosure of claims

The parties are aware of the following lawsuits, administrative complaints, due process proceedings, notices of claim and other claims existing as of 9/30/08.

SAU	Claimant	Title of Proceedings	Jurisdiction	Nature of claim

13. F. Vote to submit reorganization plan to Commissioner.

Vote to be Adopted by [School Committee/Board] to Submit Reorganization Plan to Commissioner:

VOTED: That the provisions included in the school reorganization plan prepared by the RSU Reorganization Planning Committee to reorganize Bucksport School Department, Orland School Department and MSAD # 18 into a regional school unit with an operational date of July 1, 2009, are determined to be necessary within the meaning of Section XXXX-36(5) (M) and that the Superintendent of Schools be, and hereby is, authorized and directed to submit the school reorganization plan to the Commissioner of Education on behalf of this school administrative unit.

13. G. ADDITIONAL REQUIREMENTS FOR SYSTEMS WITH FEWER THAN 2500 STUDENTS

The formation of our RSU was determined in part by geography, since the upper Penobscot Bay affects transportation. It was also determined by the makeup of school units in the region. As a service center community, Bucksport is interested in a partnership with communities of the same or smaller size in order to maintain our unique character. This factor ruled out partnering with Ellsworth or Brewer. The SAD's on the west side of the river prohibited partnership with outlying communities such as Stockton Springs, Frankfort, or Winterport. Orrington has close ties with Brewer so that partnership was not an option.

There are advantages to the current make-up of this RSU. All three school systems are active participants in the Penobscot River Educational Partnership, which is committed to providing shared services for greater efficiencies in several areas, including special education, professional development, and financial operations. All three systems contract for transportation from the same provider, which will make transitions easier. The three school systems share administrative services. All MSAD 18 students attend school in Bucksport under an exclusive contract, and approximately 72% of Orland high school students attend Bucksport High School. The schools are relatively close together, allowing flexibility in programming in future years. The towns collaborate on programs and share resources. And the list goes on.

Student enrollments fluctuate in small school systems. However, the trend in these communities is for stability, with entering grades larger than in recent years. There are programs and services that will be mutually beneficial, such as building on the experience in Orland of providing a preschool program as this is considered in Bucksport, and adding Orland to the bid pool for electricity and heating oil. Professional development is being shared in the present year, as well as special education services. The Orland Principal now sits on the Bucksport Administrative Team. Computer technology assistance has improved conditions in Orland, and even in food services and maintenance, the areas where there is not oversight by the Bucksport Directors, we will implement advantages such as shared purchasing.

A. COLLABORATION: PENOBSBOT RIVER EDUCATIONAL PARTNERSHIP ACTIVITIES

The Penobscot River Educational Partnership (PREP) is a model school and University collaborative effort

serving the Penobscot River Valley. The partnership has been in place since 1996 and supports member school systems in their provision of staff development, educational planning, provision of student support services, and, most recently, initiating the provision of business related services. Focusing on efficiency and effectiveness has led to increased collaboration, trust, and support to the member school units.

PREP partners include Brewer schools, Bucksport schools, Orland, School Union 90 (Alton, Bradley, Greenbush, Milford), Indian Island School, Orrington, University of Maine (College of Education & Human Development, College of Business, Public Policy & Health, College of Liberal Arts & Sciences), Old Town schools, School Administrative District 22 (Hampden, Newburgh, Winterport) Union 87 (Orono, Veazie), SAD 63 (Clifton, Eddington, Holden), United Technology Center (Bangor), and Maine Child Development Services/Penobscot County.

B. Demonstrate that Bucksport, Orland, and MSAD 18 school boards “performed due diligence” to develop a regional plan with 2500 students but neighboring school systems voted to partner with others

A number of meetings were held in July and August 2007 when determining the partners for our school systems. Some of these were between administrators and individual board members, and some were public meetings or forums. During this period we sought a trained facilitator from the Department of Education. Most facilitators were either not working during the summer or were already over-committed. We were able to secure the services of an experienced Superintendent, Ann Bridge, whose assistance was essential to the development of this plan. The list of all meetings follows:

- 6/25 Bucksport Public Forum on Reorganization, 6:30 pm, televised
- 6/29 Letter to Board Chairs of Dedham, Orrington, MSAD 63, MSAD 56, SU 76, SU 93
- 7/3 Meeting with Bucksport district administrators and directors to identify issues
- 7/6 Letter to Superintendents of Dedham, Orrington, MSAD 63, MSAD 56, SU 76, SU 93
- 7/8 Orland School Committee, 6 pm, regular meeting
- 7/9 Bucksport School Board, 7 pm, televised meeting
- 7/11 Superintendent + 2 Board members from Bucksport and MSAD 56, 3 pm, Central Office
- 7/11 Conversation with Castine Board Chair: not interested
- 7/11 Conversation with Dedham Board Chair: interested in meeting
- 7/11 Conversation with Penobscot Board Chair: interested in meeting
- 7/12 Two Board members attended regional meeting in Blue Hill for RSU 10 members
- 7/16 Contact with MSAD 63: interested in meeting
- 7/16 Orland, Bucksport, Penobscot Board reps and Bucksport Superintendent, meeting in Bucksport
- 7/19 MSAD 18 School Board, 6 pm, Central Office
- 7/24 Orland, Bucksport, MSAD 63 Board reps, 2 superintendents, 1 pm in Bucksport
- 7/20 Completed extensive survey for MSAD 56 Superintendent
- 7/25 Attended DWM conference with Orland and Bucksport Board members
- 8/1 Bucksport School Board, 7 pm, televised regular meeting
- 8/3 Board members from Bucksport and Dedham, meeting in Dedham
- 8/6 MSAD School Board, 7 pm, Central Office
- 8/13 MSAD 63 and Bucksport Board reps, 2 superintendents, in Holden
- 8/14 Bucksport RPC member, 6:30 pm, Town Council Chambers
- 8/14 Orland School Committee, 6 pm, regular meeting
- 8/15 Bucksport Public Forum on Reorganization, 6:30 pm, televised
- 8/16 Conversation with MSAD 63 Superintendent
- 8/22 Presentation of Bucksport Forum materials at MSAD 63 Board meeting, Public Forum on Reorganization, 7 pm, Holden
- 8/29 Bucksport School Board, 6 pm, televised

We began by pursuing a partnership with MSAD 56 based on the recommended allocation of school units on the Department of Education map. Conversations between superintendents and between superintendents

and Board leadership did not result in a partnership, as the MSAD 56 Board decided to join MSAD 34, based on the strong ties between Searsport and Belfast.

Simultaneous with this we explored partnering with MSAD 63, Dedham, and Penobscot. The Superintendent presented financial and educational analyses of this combination of towns in a televised public forum and was asked to repeat the presentation for a special meeting of the MSAD 63 Board. Dedham determined that they would stay in partnership with Brewer, which currently provides superintendent services to this town. The MSAD 63 Board decided that our towns might be their fourth choice for regionalization, which became a rejection of this partnership.

We received the financial analysis from the Department of Education on partnering with the towns in RSU 10. It was apparent that this would create financial hardship for our school systems, since most of the towns in RSU 10 are minimum receivers. It would also be particularly difficult to create a common K-12 school system since these towns are currently operating independent K-8 school systems, except for CSD 13 which operates a small isolated K-12 system.

We were informed in late August 2007 that the RSU 10 Boards had rejected partnership with us. After our Boards had voted to form a “doughnut hole” RSU, we learned that Penobscot had expressed interest in partnering with Bucksport. In our July meeting with Penobscot Board leadership, this interest had been narrowly focused on whether special education students would still be accepted on a tuition basis even if Penobscot did not partner with us – to which we responded with interest. In September there appeared to be continuing interest by Penobscot, but the Bucksport Board voted in October to not partner with Penobscot for a number of reasons. First, it was not clear whether this was an interest of the full board or just one part of town (based on the comments of a Penobscot Board member who attended our first RPC meeting). Second, it would have slowed progress considerably for the RPC for the RSU to work on dual plans: one with Penobscot and one without Penobscot. And finally, it was possible that Penobscot moving out of RSU 10 would leave enrollments too small in RSU 10 for Commissioner approval. It was not possible to secure a definitive response from the Department of Education on this matter. In the future, if Penobscot wishes to join the RSU there will be a complete plan for that town to choose to endorse or reject.

C. Plan provides comprehensive programming K-12 with at least 1 publicly supported high school

MSAD 18 and Bucksport students have benefited from comprehensive K-12 program for decades. The RSU will add the PK-8 program in Orland to this. Bucksport High School shall be the publicly supported high school for the RSU.

D. Plan is consistent with specified policies in statute

E. Plan does not displace students or teachers or close any schools

To be consistent with statute, no students or teachers will be displaced by this Plan, and no schools where students are educated will close because of this Plan, in the first year after the RSU becomes operational, unless budgetary constraints necessitate a reduction in force or other actions as allowed by State statute.

F. ADDITIONAL REQUIREMENTS FOR SYSTEMS WITH FEWER THAN 2500 STUDENTS

Plan is consistent with specified policies in statute

- (1) Opportunity. Equitable educational opportunity for all students to demonstrate achievement of the content standards of the State’s system of learning results established in section 6209

The RSU Board shall examine program differences and determine how to ensure equitable educational opportunity for all students in the RSU to insure that the learning results established in section 6209 are met.

- (2) Programs. Rigorous academic programs that meet the requirements of the system of learning results established in section 6209 and that prepare students for college, careers and citizenship;

The RSU shall provide rigorous academic programs for all students in grades K-12 in the RSU, continuing the same programs as provided by the Bucksport and Orland school departments.

- (3) Delivery. Uniformity in the delivery of academic programs that meet the requirements of the system of learning results established in section 6209;

The RSU shall provide uniformity in the delivery of academic programs through common planning for all students living in the RSU.

- (4) Tax rates. A greater uniformity of tax rates for the support of schools

Each town shall have fair tax rate for the support of schools after the RSU becomes operational.

- (5) Sustainability. The efficient use of limited resources in order to achieve long-term sustainability and predictability in the support of public schools

The RSU shall make efficient use of limited resources through active participation in PREP initiatives and through shared purchasing of heating oil and electricity with member towns.

- (6) Public funds. Effective use of the public funds expended for the support of public schools

The RSU shall make effective use of public funds and shall create cost-efficient organizational structures through active participation in PREP initiatives. The RSU shall continue to participate in regional professional development through PREP, which has been locally funded since state funds for regional professional development were eliminated.

- (7) Services. The maximization of opportunities to deliver services that can more effectively be provided in larger districts than from within smaller units or individual schools.

There shall be savings in purchasing for Orland based on joining with Bucksport. In addition, the PREP initiative shall result in savings for all three school systems.

COLLABORATION: PENOBSCOT RIVER EDUCATIONAL PARTNERSHIP ACTIVITIES

The Penobscot River Educational Partnership (PREP) is a model school and University collaborative effort serving the Penobscot River Valley. The partnership has been in place since 1996 and supports member school systems in their provision of staff development, educational planning, provision of student support services, and, most recently, initiating the provision of business related services. Focusing on efficiency and effectiveness has led to increased collaboration, trust, and support to the member school units.

PREP partners include Brewer schools, Bucksport schools, Orland, School Union 90 (Alton, Bradley, Greenbush, Milford), Indian Island School, Orrington, University of Maine (College of Education & Human Development, College of Business, Public Policy & Health, College of Liberal Arts & Sciences), Old Town schools, School Administrative District 22 (Hampden, Newburgh, Winterport) Union 87 (Orono, Veazie), SAD 63 (Clifton, Eddington, Holden), United Technology Center (Bangor), and Maine Child Development Services/Penobscot County. Specific details regarding PREP are outlined in Attachment of this Plan.

The following is a listing of current initiatives involving schools within the PREP Partnership.

Executive Officers

This committee meets four times yearly and provides overall direction for PREP Initiatives. The Executive Officers are comprised of school superintendents and the Dean of the College of Education and Human Development and the Dean of the College of Business, Public Policy, and Health.

Curriculum Coordinators

This group meets monthly to provide planning, direction and support for professional improvement, student achievement, and planning for improvement.

Professional Development/Professional Learning Community Development

Guidance Initiative

This is the fourth year of this groups functioning. Overall leadership has moved from the Mitchell Institute to a group involving guidance counselors and university faculty. This group will meet five to six times a year. Members consistently speak of the support received from this community. These activities are provided at no cost.

Response to Intervention K-1 Literacy

This is the third year of this communities functioning. A significant staff development initiative is ongoing with the provision of eight days of staff development to public school staff supporting K-1 Literacy. These activities are provided at no cost. University professors in literacy and special education are providing these trainings as service to PREP Schools.

Pre-Referral Initiative

This expectation is found in the updated special education regulations. It focuses on regular education and in many ways is a continuation of the work already begun in the Response to Intervention Initiative. Dr. Marcia Davidson, Dr. Jim Artesani, and Owen Maurais have offered to facilitate long term planning for all PREP districts around this issue. The initial planning is provided at no cost to PREP school units. A proposed summer institute is projected at costing each involved school unit \$1,000.00 for the involvement of their school staff.

Professional Learning Community Development

Sue Card is providing 4 days of staff development supporting the development of a Train the Trainer format for PREP Schools around the development of Professional Learning Communities. Sessions are provided for K-5 and 6-12 staff. Cost to each school unit for this training is \$1,000.00. This funding provides access to eight full days of staff development training for 12-15 staff members from each school unit.

Curriculum Coordinators

Curriculum Coordinators are involved with a book study focusing on assessment for learning.

Adult Education

A committee has been established to review the current status of Adult Education staffing and programming within PREP school units. Initial recommendations regarding possible efficiencies in program administration and the maximizing of course offerings will be made to PREP superintendents in mid December 2007.

Teacher Preparation Committee

Representatives from school units and the University of Maine continue to refine a format to formalize communication and collaboration around a Professional Learning Community Format. Hundreds of candidates from the University of Maine are involved with PREP schools on a yearly basis. Enhancing communication and collaboration between the University of Maine and PREP schools provides for increased quality of programming for all individuals involved.

Virtual High School Initiative

There is interest in continued planning for the use of technology to support the development of and access to on line courses. A committee has been established to plan for and implement this initiative. A University of Maine Associate Professor in Information Technology will be assisting this committee in their initial planning. It is anticipated that recommendations will be made to PREP superintendents in late Winter 2008. Funds remaining from a previous Secondary School Initiative will fund the initial planning and development efforts.

Special Education Related Services Initiative

A psychologist, a certified psychological service provider and two speech therapists are providing evaluations and direct services to students served by the PREP partnership. They have been hired as employees. Speech services are being provided in schools where services were previously unavailable. Psychological services are being provided at a significant saving over the rate provided in a typical contracted services arrangement.

Maine Municipal Bond Bank Initiative

The Penobscot River Educational Partnership was awarded a \$100,000.00 grant from the Maine Municipal Bond Bank to support the development of efficiencies within PREP schools in areas supporting business functions. The following initiatives are supported by this grant. Some of these initiatives involved all PREP public schools and some involve a more limited pilot population of schools.

Food Service Initiative

A consultant, Kevin Freeborn, has been hired and has met with representatives of school units, making several extended visits to gather additional information prior to developing an analysis and recommendations regarding efficiency and effectiveness. PREP Superintendents will be meeting to discuss the consultant's report and recommendations in mid December 2007.

Health, Safety and Efficiency

Three committees have been developed and are focusing on efficiencies in purchasing school safety and training needs. Each committee is identifying possible areas involving collaboration and increasing efficiencies. An update on each committee's functioning will be provided to PREP superintendents at their December meeting.

Financial Services

One PREP school unit will be initiating use of software for the management of timekeeping and payroll data. Information on this implementation will be made available to all PREP schools in the spring of 2008. Also, all PREP school units are eligible for a reduction in technical assistance costs, if they wish to access technical assistance from ADS.

Substitute Teachers

Three PREP school units will pilot a software program in early winter 2008 utilizing technology to enhance the current system of securing substitute teachers. Information gathered on effectiveness and efficiency will be shared with other school units.

EXCLUSIVE K-12 TUITION CONTRACT
between
BUCKSPORT SCHOOL DEPARTMENT
and
MAINE SCHOOL ADMINISTRATIVE DISTRICT #18

This agreement made between the Town of Bucksport School Department, County of Hancock, State of Maine, of the first part, and Maine School Administrative District #18, Towns of Verona Island, Hancock County, and Prospect, Waldo County, State of Maine, of the second part, through the Bucksport Superintending School Board and the Directors of Maine School Administrative District #18 duly authorize the following:

That the part of the first part, in consideration of the covenant of the part of the second part, hereinafter contained, does covenant and agree with the part of the second part to provide elementary and secondary instruction in accordance with Title 20A, referenced to any and/or all applicable sections as amended and/or hereafter amended, for all pupils, legal residents of the party of the second part entitled to free elementary and high school tuition privileges.

1. The Bucksport Schools shall serve, to all intents and purposes, as the schools of Maine School Administrative District #18 for a five year period, July 1, 2006, to June 30, 2011.
2. The M.S.A.D. #18 Board of Directors will be given a non-voting ex-officio seat at all Bucksport School Committee meetings.
3. Busing will be provided only to Bucksport Schools and their approved programs.
4. School counselors will make available adequate secondary placement counseling for M.S.A.D. #18 8th grade students and their parents prior to students entering high school.
5. The Bucksport School Department agrees to report, prior to May 15 of each year, student outcomes at a public presentation that will include, but not be limited to, the following areas: (This information will be presented as combined data unless either the MSAD#18 Board of Directors and/or the Bucksport School Board requests that the information be reported on by Town. The reporting format will be determined by available information.)
 - * data that compares local achievement to national achievement
 - * data that compares year to year achievement for M.S.A.D. #18 and Bucksport students
 - * data that compares M.S.A.D. #18 and Bucksport student achievement in grades K-1
 - * data on M.S.A.D. #18 and Bucksport special education program
 - * data on M.S.A.D. #18 and Bucksport students in accelerated programs
 - * data on M.S.A.D. #18 and Bucksport students in alternative programs
 - * data on M.S.A.D. #18 and Bucksport students in vocational programs
 - * data on M.S.A.D. #18 and Bucksport students in the areas of attendance and drop-outs
 - * data on M.S.A.D. #18 and Bucksport students in post secondary schools
 - * data on M.S.A.D. #18 and Bucksport student achievement on the SAT exam
 - * data on M.S.A.D. #18 and Bucksport student achievement on the MEA
6. The Bucksport School Department agrees to continue studying, with the M.S.A.D. #18 board of Directors, the long range needs and desired direction with respect to tuition contracts.

7. M.S.A.D.#18 and the Bucksport School Board will explore methods of reducing student to teacher ratios district wide, including but not limited to: innovative scheduling, effective use of classroom aides, upgrading educational technician I's to educational technician III's increasing duties of educational technicians, hiring of additional teachers or support staff, solicitation of educational grants, setting a Bucksport School Board goal of reducing student to teacher ratios, aggressively developing a volunteer program, reviewing and assessing other districts' methods of improving student to teacher ratios.

8. M.S.A.D. #18 will take an active role in examining and evaluating options through the role of their non-voting ex-officio seat on the Bucksport School Board before the elimination of any academic or co-curricular program in the district.

9. Discussions on a successor contract will begin on or before October 1, 2010.

In consideration of the above services, M.S.A.D. #18 agrees to pay the Bucksport School Department the legal tuition rate as provided by Title 20A, Section 5805. It is further agreed that the tuition for M.S.A.D. #18 students enrolled in a cooperative vocational program, special education program, or similar program in which the Bucksport School Department operates or may be involved with will be assessed to M.S.A.D. #18 and will become a proper legal charge against M.S.A.D.#18, the specific amount of such charge to be determined in accordance with the laws of the State of Maine. In addition, M.S.A.D. #18 shall not be required to pay a share of debt service payments associated with school construction projects in Bucksport during the term of this Exclusive K-12 Tuition Contract. This offer upon acceptance by M.S.A.D.#18 shall not be changed, altered, or amended except by mutual written agreement of the parties.

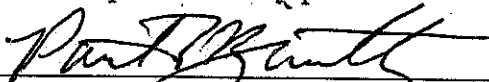
Exhibit No. 1 – The certificate of the vote of the Bucksport Superintending School Board attached hereto is incorporated by reference and is a part of this offer to contract.

Exhibit No. 2 – The certificate of the vote of M.S.A.D. #18 Board of Directors attached hereto is incorporated by reference and is part of this contract acceptance.

Exhibit No. 3 – Copy of M.S.A.D. #18 ballot and vote.

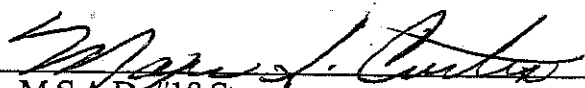
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2006.

Town of Bucksport School Department

By 
Bucksport School Board Chairperson

By 
Bucksport School Board Secretary

By 
M.S.A.D. #18 Chairperson

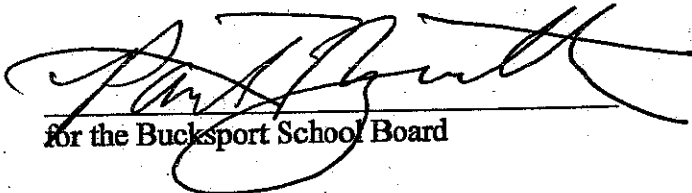
By 
M.S.A.D. #18 Secretary

Signed, sealed, and delivered in the presence of:

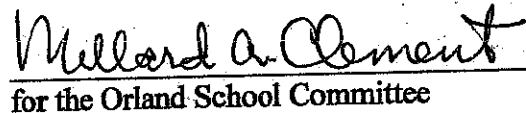
Contract between Orland School Committee and Bucksport School Committee

1. A minimum of 65% of Orland high school students will attend Bucksport High School.
 - A. The Orland School Department will pay the state-approved Bucksport High School per pupil tuition rate plus a surcharge representing actual additional costs of educating special education students.
 - B. If the percentage of high school students falls below 65% during the life of this contract, the Orland School Department will pay tuition for 65% of Orland high school students.
 - C. During the life of this contract Orland will provide transportation for Orland students to Bucksport High School.
 - D. During the life of this contract Bucksport will accept all Orland students who wish to attend Bucksport High School, unless a student has been expelled through a School Board hearing.
2. Bucksport will provide administrative services to Orland for the life of this contract.
 - A. The Bucksport Superintendent shall serve as Superintendent for Orland. Orland will pay \$12,250 for salary and insurances in the first year of this contract, and increase annually by the percentage of the raise provided by the Bucksport School Board, not to exceed 2.5% for the salary portion of this amount.
 - B. In addition to Superintendent services this will include the following:
Director of Special Education,
Director of School Improvement (curriculum/professional development/assessment/
NCLBA grant administration/Gifted education),
Technology Director, and
Food Service Director,
with support from Office Manager, Food Service Bookkeeper, and Director of School Improvement Secretary.
 - C. Orland will provide for these individuals, exclusive of the Superintendent, an amount equal to 5% of salary less payroll deductions. Orland will pay for support stipends in the amount of \$800 for the Office Manager and \$500 each for the other support positions listed.
 - D. Orland will provide for one-fifth of the salary and benefits of one special education secretary.
 - E. Orland will provide for a half-time assistant special education director to be employed by Bucksport.
 - F. Orland will provide for a half-time technology worker to be employed by Bucksport.
 - G. Orland will provide \$5000 for 2008-2009 for the cost of the space used for the Bucksport Central Office; this will be renegotiated for 2009-2010.
 - H. For 2008-2009 the cost to Orland of items A through G shall be no more than \$86,230, and may be less depending on the cost of the positions referenced in items E and F; total to be renegotiated for 2009-2010

- I. In addition to the amount specified in item H, Orland will employ a secretary/bookkeeper to provide for School Board support, payroll, and accounts payable, working in the Bucksport Central Office. The specific duties of this individual will be determined by the Bucksport Superintendent so that this individual and Bucksport Central Office personnel together will accomplish these tasks for both Orland and Bucksport.
- J. In addition to the amount specified in item H, Orland will provide for expenses of telephone, copier, necessary supplies, and other expenses to support Orland Central Office operations.
3. The contract shall be for a term of two years, beginning July 1, 2008. The contract may be extended by a vote of four members of each board, unless it is found to be in violation of state law or regulation.
4. ~~The Orland School Committee shall indemnify, defend and hold harmless the Bucksport School Board, its officers, agents and employees from any and all claims, costs expenses, injuries, liabilities, losses and damages of every kind and description resulting from or arising out of the performance of this Agreement by Bucksport, its employees, agents or subcontractors. As a partial consideration, the Orland School Committee will purchase and maintain insurance in the amount of the maximum limit set by the Maine Torts Claim Act, Workers Compensation and Public Official Liability Insurance in order to protect Orland and Bucksport from any and all claims that may arise out of or result from the Bucksport School Board providing services as outlined by the provision of this agreement. The Orland School Committee will provide a duly executed certificate of insurance to the Bucksport School Board prior to July 1 of each year listing the Bucksport School Board as a coinsured.~~


for the Bucksport School Board

MARCH 13, 2008
date


for the Orland School Committee

MARCH 14, 2008
date

AGREEMENT

Alternative Education Program
July 1, 2005 - June 30, 2008

We, the authorized representatives of the Bucksport School Department and REACH School, Inc., agree to enter into a contract for the provision of an alternative education program. The conditions of this agreement shall be as follows:

FOR SCHOOL YEARS 2005 - 2008

1. The Bucksport School Department guarantees to register not less than thirteen (13) full time students each semester in the alternative education program for the duration of this agreement (3 years). A full time student must be enrolled in four credit courses. It is understood that pupils from outside the normal Bucksport High School enrollment area will be counted to meet the minimum enrollment guarantee each year.
2. The Bucksport School Department guarantees Payment for these thirteen students at an annual rate of the Maine State Average Secondary Tuition (M.S.A.S.T.) for each school year from July 1, 2005, through June 30, 2008.
3. This payment will be made to REACH School, Inc., on a monthly basis at the rate of: $13 \times \text{M.S.A.S.T. rate} / 12 \text{ months} = \text{Monthly Rate}$ - for a period of twelve consecutive months commencing with the July 2, 2005, payment and following with a payment on the first Friday of each month through the June 7, 2008, payment.
4. For any student beyond the thirteen (13) full time students previously guaranteed by Bucksport, a per diem payment will be due on the first Friday of each month beginning October 1, 2005. ($\text{Maine State Secondary Average Tuition} / 180 \text{ Days} = \text{Per Diem Rate}$)
5. REACH School, Inc., guarantees payment of \$2,500 annually to the Bucksport School Department for Bookkeeping Services associated with tuition billing and collection, and assistance with State Reports, (i.e.) Residential Enrollments Report and Drop-out Report.
6. The Bucksport School Department agrees to establish a means through which students in the alternative education program may fulfill course requirements by using the Bucksport school facilities.
7. Upon approval of the Bucksport High School principal, the Bucksport School Department agrees to grant a Bucksport High School diploma to those students who are recommended by REACH School, Inc., as having satisfactorily completed the alternative secondary program.

In return, REACH School, Inc., agrees to provide an alternative education program and guarantees to maintain the following conditions:

- a. A minimum of five (5) courses will be offered each semester for a total of ten courses a year. Credit to be determined by completion of curriculum requirements.
- b. Each course will be taught by a Maine Certified Teacher with the exception being for work study option courses. Furthermore, all courses will be approved in advance by the Bucksport School Department.
- c. REACH School, Inc., will continue to provide a safe environment suitable to and nurturing of educational goals and objectives.
- d. All appropriate records will be maintained regarding student progress, attendance, and performance.
- e. REACH School, Inc., guarantees to register only those students who have been formally approved through the Bucksport School Department.
- f. REACH School, Inc., agrees to obtain and maintain during the term of this agreement all required D.O.E. and other state approvals required to operate alternative education programs.
- g. REACH School, Inc., agrees to assume the total responsibility for ensuring that the facilities in which the programs are conducted will, at all times, be in compliance with all Federal, State, and Local laws and regulations pertaining to handicapped accessibility.

The Bucksport School Department and Reach School, Inc., jointly agree to participate in all sponsored public relations activities supporting the concept of alternative education and the REACH program. This includes any recruitment programs sponsored by the Bucksport School Department as well as efforts of awareness planned by REACH School, Inc.

In addition, both parties to this contract agree to establish an educational supervisory committee composed of six members including: Two representatives from REACH; one representative from the Bucksport School Board, one representative from the Superintendent's office; one representative from the Bucksport High School Guidance Department; and one representative from the Bucksport Middle School. This committee will act as a regulatory agency to coordinate program needs, establish regulating conditions for educational programs, and foster effective communication between the two facilities. Meetings will take place when any member deems necessary.

In addition, both parties agree to include the acting program director of REACH School, Inc., in all Bucksport School Department Administrative Team Meetings throughout the duration of this agreement.

HOLD HARMLESS CLAUSE

REACH School, Inc., agrees to absolve, indemnify, and hold harmless the Town of Bucksport, the Bucksport School Board, the Bucksport School Department, and any of its agents or employees from any or all claims now or in the future which may be brought against REACH School, Inc., and/or the Town of Bucksport, the Bucksport School Board, the Bucksport School Department and any of its agents or employees as a result of any breach of any terms of this agreement. REACH School, Inc., agrees to pay any reasonable legal fees and court costs incurred by the Town of Bucksport, the Bucksport School Board, the Bucksport School Department, or any of its agents or employees in enforcing any terms of this agreement or in any defense based upon REACH School, Inc., failing to comply with the agreement.

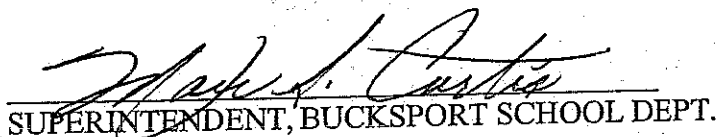
REACH School, Inc., agrees with the Bucksport School Department that this agreement is the complete agreement between the parties and can be terminated only upon breach of the agreement by both parties. It is further agreed that this agreement may not be amended by either party for the three (3) year period, July 1, 2005, through June 30, 2008, unless by mutual written agreement by both parties.

In witness whereof the parties hereto have set their hands and seals this day and year indicated below.

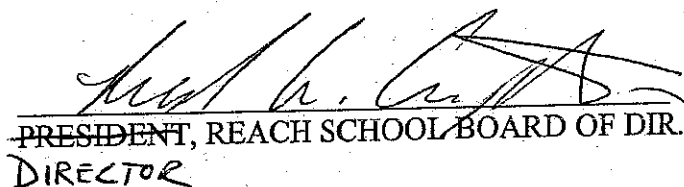
6/2/2005
DATED


CHAIRPERSON, BUCKSPORT SCHOOL BOARD

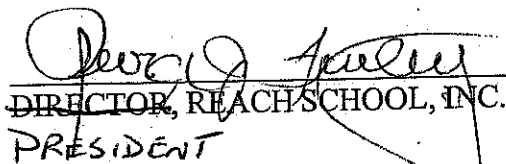
6/2/05
DATED


SUPERINTENDENT, BUCKSPORT SCHOOL DEPT.

6/2/05
DATED


PRESIDENT, REACH SCHOOL BOARD OF DIR.
DIRECTOR

6-2-5
DATED


DIRECTOR, REACH SCHOOL, INC.
PRESIDENT

BUCKSPORT SCHOOL DEPARTMENT TRANSPORTATION CONTRACT

The Contractor agrees to transport and convey for the 2004/2005, 2005/2006, 2006/2007, 2007/2008, and 2008/2009 school years; 1) all pupils, including disabled students, attending the Miles Lane School, Jewett School, Middle School, Senior High School, REACH School, Vocational School, and any other schools designated by the Superintendent of Schools; 2) extra-curricular activities; 3) co-curricular activities; 4) Kindergarten runs; 5) after school programs; 6) special school activities and functions, interscholastic activities and field trips. The Contractor further agrees to furnish vehicles which will comply with the requirements of State Law including the rules, regulations, and specifications governing school bus construction, equipment, and operation as promulgated by the Commissioner and the Maine Department of Education, and/or the Department of Transportation.

I. Routes and Mileage

The Contractor may establish the routes to be followed, but said routes must be approved by the Superintendent of Schools, which approval may not be unreasonably withheld. The Superintendent of Schools or his designee must be consulted relative to providing existing route information, development of kindergarten runs based upon pupil assignment, and any run changes which occur during the school year.

The Superintendent will obtain any necessary permissions for the access to turnarounds for the use of the contractor. The Bucksport School Department will maintain turnaround locations.

The 2004/2005 mileage including kindergarten, special education, extra-curricular and special activities is predicted at 154,000 miles. The Contractor should anticipate annual mileage variances from 146,000 to 162,000 miles due to factors such as location of kindergarten children, new children who may move into areas not presently covered, breakdown mileage, variances in extra-curricular mileage, etc. Mileage of drivers shuttling buses to perform point of service operations shall not be considered part of this contract and shall be the sole responsibility of the contractor. If the annual total mileage including pupil, extra-curricular, and other school activities should exceed 162,000 in any one of the contract years, then there shall be a \$.70 per mile adjustment in the compensation to the Contractor. If the annual total mileage including pupil, extra-curricular, and other school activities should fall below 146,000 miles in any one of the current years, then there shall be a reduction in the contract of \$.70 per mile to the School Board.

II. Buses

The contractor will provide a minimum of the (9) buses for regular runs. The buses may range between 84 and 72 passenger, depending on need within the confines of Bucksport. In addition, two 24 passenger handicapped accessible buses for special education will be provided by the contractor. The contractor will provide evidence of availability of a sufficient number of spare buses to cover breakdowns and to provide the extra-curricular, and field trips which may occur during the school day or at the time normal bus runs are being made. If the Contractor can demonstrate to the Board that the regular runs can be safely serviced with less than nine buses and with all other requirement being met, then fewer than nine buses may be used. The Superintendent of Schools shall have final approval, which approval shall not be unreasonably withheld. Kindergarten runs may be accomplished with small buses if done so in a safe and timely manner without exceeding loading factors. Special Education runs may be done with small non-handicapped buses if there are no physically handicapped students on the runs.

Should the Bucksport School Department reduce the number of regular a.m./p.m. buses from nine (9) to eight (8) buses the School Department will realize an annual savings of \$18,000. Should the reduction increase driving time of the remaining eight (8) buses and/or increase discipline time, the Bucksport School and Laidlaw will negotiate fair compensation for the additional cost.

Should the Bucksport School Department increase the number of regular A.M./P.M. buses from nine (9) to ten (10) buses, the school department will compensate the contractor \$26,000 annually. This figure will be prorated if for less than a full year. Additionally the \$26,000 figure includes driver, insurance, and all other costs associated with the bus.

The Contractor shall provide all vehicles to be used and shall bear all the operational, maintenance, and insurance costs of such vehicles.

The Bucksport School Department shall purchase necessary fuel for the buses to be used in the execution of this contract. The Contractor shall be responsible for procuring the necessary information to obtain the best possible arrangement for the purchase of fuel. The Contractor shall act in the best interests of the School Department and the Contractor's operation to gain a cost effective price, a safe and accessible fueling location, and accountability for purchases.

All vehicles provided must meet Maine licensing requirements for operation as a school bus and all Maine Bus Safety Standards as now exist or may hereafter be amended. All vehicles must be inspected in accordance with State law pertaining to school buses. In addition, the Contractor shall be required to provide, on a monthly basis, evidence that regular safety inspections are being done. This may be in the form of driver inspection sheets which will be subject to School Department review. The Contractor shall also provide monthly vehicle maintenance charts. Buses must be repaired and serviced in a workmanlike manner. The buses must be mechanically sound at all times.

No bus shall be more than ten (10) years old at the time of its use for regular runs. Exceptions may be granted by the Superintendent of Schools upon presentation of the full maintenance/condition report on the vehicle to be used. The School Board reserves the right to accept or reject any buses to be used or a replacement vehicle should such buses fail to meet minimum safety standards. All buses used shall be equipped with two-way radios to be

provided by the Contractor. The Bucksport School Department shall purchase and install a base station to allow adequate communication between the Bucksport Schools and the buses should contact be necessary.

III. Days

The Contractor shall be required to transport students pursuant to this Contract for a period of one hundred seventy-five minimum to one hundred eighty maximum days. In the event, due to a change in State law or local board decision, the school year for pupils is extended to exceed one hundred eighty days, the Contractor agrees to provide transportation at the contracted amount provided the total annual mileage does not exceed 162,000 miles. If the annual total mileage, including pupil and extra-curricular miles, should exceed 162,000 or fall below 146,000 miles then compensation to the Contractor, or a reduction in the contract shall be equitably adjusted.

The Contractor shall provide input relative to driving conditions regarding operation during inclement weather but the decision to close school on any given day shall rest solely with the School Department.

In the event school is closed early due to weather conditions or otherwise, the Contractor shall be required, with adequate notice, to provide sufficient vehicles and drivers to ensure a safe, timely transportation of pupils without exceeding loading factors.

IV. Times

The Contractor shall provide sufficient vehicles and drivers to maintain pupil transportation times compatible with existing schedules. Pupils shall not be picked up in the morning before 6:50 a.m. and must be delivered at the elementary schools by 8:00 a.m., at Bucksport High School by 7:55 a.m., and shall be discharged at night no later than 4:00 p.m. The Bucksport School System must be notified whenever buses are running late.

In the event the Board changes the school starting and ending times during the term of the contract, the Contractor shall make the necessary adjustments to comply with the changed times. If the changes in the school starting and ending times cause the annual total mileage including pupil and extra-curricular miles to exceed 162,000 miles, or fall below 146,000 miles then compensation to the Contractor, or a reduction in the contract shall be equitably adjusted.

This section of the contract is subject to annual review depending on any possible changes in the starting or ending times of the school day.

V. Insurance

The Contractor shall obtain and at all times during the term of the agreement keep in full force a minimum of \$2,000,000 property damage/bodily injury insurance. Such coverage shall apply to any and all accidents in which buses might be involved. State policy requirements for insurance may be higher if the vehicles are to be also used as a public carrier. The contractor shall also carry Workers' Compensation Insurance in such an amount as is required by law. Proof of insurance in the amount referred to above to cover carrying of passengers must be provided to the Bucksport School Department in the form of an insurance certificate. The Contractor shall also be required to list the Town of Bucksport, the Bucksport School System and

its agents/employees as additional insured.

Should State laws change to require increased insurance coverage beyond what is stated, the Contractor shall comply.

VI. Location of Buses

Whenever practical, buses will be housed as close as possible to each individual driver's route.

VII. Drivers

The Contractor shall provide drivers trained in the operation of school buses in general and in the operation of the specific vehicles to which they are assigned. Such drivers will be of good reputation and shall have clean driving records pertaining to the operation of motor vehicles. Such drivers shall be fully qualified as school bus drivers and shall have satisfied all applicable Federal, State and local laws relating to driving of school buses. Such drivers shall be responsible for maintaining order among the pupils on their buses at all times in accordance with regulations for pupil conduct on such buses, as promulgated by the School Board. The School Board, through the Superintendent of Schools, reserves the right to request the removal of any driver who it finds is not maintaining order among the pupils on the buses, and the Contractor agrees to remove such driver forthwith.

The Contractor shall pay all expenses related to the employment of drivers for the school buses.

The Contractor shall submit to the School Department copies of valid Maine school bus operator's licenses and State Police check for any prior convictions shall be made. The Contractor shall submit to the School Department a list of regular and substitute bus drivers who may be employed by the Contractor. This list shall be submitted prior to the beginning of each school year and updated during the school year as necessary. The Contractor shall, at his expense, have each bus driver have a physical examination annually prior to driving any bus. The results of said exam shall be made available to the School Department.

VIII. Pupils

The Contractor shall be responsible for the conduct of pupils while being transported and shall establish and enforce such rules of conduct as required to ensure the safe and orderly transportation of the pupils. Rules of conduct should reference and be in compliance with the State of Maine guidelines for transportation of pupils. The Contractor, based on disciplinary policies approved by the School Board, shall be expected to handle student disciplinary problems, and shall have the right to withhold transportation service to any student who fails to conduct him or herself in accordance with the rules of conduct or whose behavior endangers the safe operation of the Contractor's buses.

The Contractor will meet at least semi-annually with the School Board for the purpose of reviewing any concerns by either party regarding student conduct, disciplinary procedures and operational procedures. Other meetings may be scheduled on an as-needed basis dependent upon the circumstances.

IX. Pupil Training/Orientation

The Contractor shall conduct training sessions for pupils in such areas as safety, conduct, good riding habits, emergency procedures, etc. Classroom space and time will be made available for this activity.

X. Extra-curricular/Co-curricular Activities

The Contractor shall provide vehicles and drivers sufficient to transport Bucksport students to and from extra-curricular activities such as field trips, athletic events, etc., at the request of the School Department. The costs for these activities have been included in the statement of anticipated mileage.

EXCEPTION – Extra-curricular trips outside of Maine may be scheduled from time to time and are not included in the mileage statement. Each trip will be negotiated as an extra with the Contractor on an individual trip basis.

XI. Surveillance

The contractor shall provide and maintain camera boxes on all Bucksport buses and shall utilize a minimum of three cameras to be periodically rotated on routes on an as needed basis.

XII. Observer/Monitor

It is expected that the Contractor will periodically place a supervisor on buses to observe and evaluate overall bus operations.

Should a monitor be requested to ride the bus for an extended period of time, it shall be at the School Department's expense.

XIII Length of Contract

The term of the contract shall be for five (5) years (2004/2005, 2005/2006, 2006/2007, 2007/2008, and 2008/2009).

XIV Payment

Payment for each year of the contract will be made monthly in 12 equal installments starting July, 2004.

XV. Hold Harmless Clause

The Contractor shall agree to obey all State laws, rules, and regulations pertaining to the transportation of pupils. In addition the Contractor shall agree to absolve, indemnify and hold harmless the Town of Bucksport, the Bucksport School Department, and the Bucksport School Board and its members, agents and employees from any or all claims now and in the future which may be brought against them.

XVI. Reports

The Contractor shall be responsible for the preparation of all reports required by the State of Maine, including but not limited to the Uniform School Bus Accident Report, Pupil Transportation Safety Program, EF-T-21, Survey of Privately Owned Buses for School Purposes, EF-T-19.

XVII. Days

The Contractor shall be required to transport students pursuant to this Contract for a period of one hundred seventy-five minimum to one hundred eighty-five maximum days each school year. In the event, due to a change in State law or local committee decision, the school year for pupils is extended to exceed one hundred eighty-five days, the Contractor agrees to provide transportation at the contracted amount provided the total annual mileage does not exceed agreed upon mileage figures. If the annual total mileage, including pupil and extra-curricular miles, should exceed 162,000, then compensation to the Contractor shall be equitably adjusted.

XVIII. Five-Year Contract

The term of the Contract shall be for five (5) years (July 1, 2004, to June 30, 2009).

On the standard bid form provided the Contractor shall submit a bid for each of the five years.

XIX. Bids

Bidders must have a minimum of five years of contracted school transportation experience.

All bids must be submitted on the form provided.

The Bucksport School Board reserves the right to accept or reject any or all bids.

The Bucksport School Board also reserves the right to negotiate a contract in the best interest of the School Department and to ensure safe efficient transportation of its pupils even if the low bid is exceeded.

XX. Employment History, References and Credit Checks

The Bucksport School Board is committed to conducting a thorough screening of bidders. By bidding, the bidder understands the Board may check employment history, including without limitations, criminal arrest and conviction record checks, reference checks, credit checks, interviews, and release of investigatory information possessed by any local, state, or federal agency.

Confidentiality of application information will be maintained in accordance with Maine statutes.

XXI. Arbitration

In the event that any dispute shall arise between the parties hereto relative to the obligations of one another under this agreement, the parties agree to submit such dispute to binding arbitration in Bangor, Maine, according to the Rules and Regulations of the American Arbitration Association.

XXII. Assignment

The Contractor will not subcontract or assign any portion of the rights or obligations under this Agreement without prior written approval of the Bucksport School Department.

XXIII Termination of Agreement

The Contractor agrees with the Board that this agreement can be terminated upon any of the following conditions:

- (A) Mutual agreement of the parties:
- (B) Breach of the Agreement by either the Contractor or the Board.
- (C) Failure of the Contractor to provide the services set forth herein in a prompt and effective manner to the satisfaction of the Board.

This agreement is the complete agreement between the parties and can be modified only by written agreement by both the Contractor and the Board.

**BUCKSPORT
TRANSPORTATION CONTRACT**

Bid for Contracted Services

<u>School Year (July – June)</u>	<u>Choice of Payment</u>
2004/2005	1) <u>\$ 429,540</u>
2005/2006	2) <u>\$ 429,540</u>
2006/2007	3) <u>\$ 429,540</u>
2007/2008	4) <u>\$ 429,540</u>
2008/2009	5) <u>\$ 429,540</u>
TOTAL FIVE YEAR AMOUNT = <u>\$ 2,147,700</u>	

Should the School Department request a monitor to ride a bus for an extended period of time, the monitor shall be provided by the Contractor with the expense incurred by the School Department. An hourly rate of \$15.00 per hour will be charged to the School Department.

CONTRACT

The Contractor agrees with the School Board that this Agreement can be terminated upon either of the following conditions:

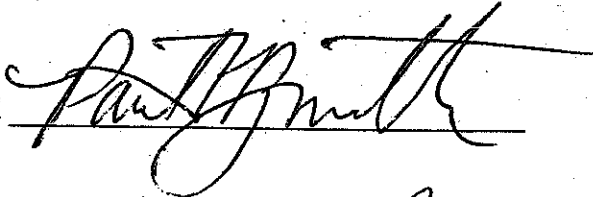
- (A) Mutual agreement of the parties;
- (B) Breach of the agreement by either the Contractor or the Bucksport School Board.

This agreement is the complete agreement between the parties and can be modified only by written agreement by both the Contractor and the Bucksport School Board.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day and year indicated below.

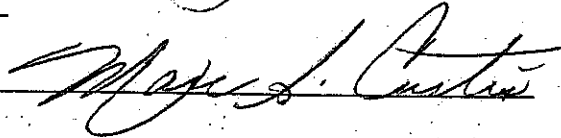
Date: 6/16/04

Chairperson of School Board



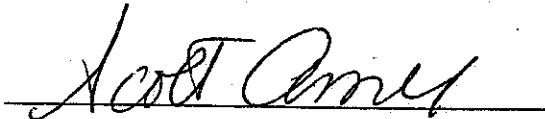
Date: 6/16/04

Superintendent of Schools



Date: 6/16/04

Laidlaw Transit, Inc.



ORLAND TRANSPORTATION BID DOCUMENT

The Contractor agrees to transport and convey on every school day for the 2005/06, 2006/07, 2007/08, 2008/09, 2009/10 school years all Orland pupils, grades K-12, attending the Orland Consolidated School, Bucksport High School, George Stevens Academy, and any other Orland schools that may come into existence during the terms of the contract, said transportation and conveyance to be to and from these schools. The Contractor also agrees to transport Orland pupils on all extracurricular activities. The Contractor further agrees to furnish vehicles that will comply with the requirements of State law including the rules, regulations, and specifications governing school bus constructions, equipment and operation as promulgated by the Commissioner and the Department of Education.

I. Routes and Mileage.

The Contractor may recommend the routes to be followed, but said routes must be approved by the School Committee, which retains its statutory authority to determine routes and to designate stops. The Town of Orland will maintain existing turnaround locations. The Superintendent will obtain any necessary permission for the access to the turnarounds for the use of the Contractor.

The 2004/05 mileage including extracurricular runs is projected at 62,000. The Contractor should anticipate annual mileage variances from 59,000 to 65,000 miles due to factors such as location of kindergarten children, new children who may move into areas not presently covered, breakdown mileage, variances in extracurricular mileage, etc. If the annual total mileage including regular pupil and extracurricular should exceed 65,000 in any one of the contract years, then there shall be an equitable adjustment in the compensation to the Contractor. Conversely, if the annual total mileage, including regular pupil and extracurricular should be less than 59,000 miles in any of the contract years, then there shall be an equitable adjustment in favor of the Committee in the compensation to the Contractor.

It should be noted that the George Stevens Academy run of approximately 15,000 miles (included in the 62,000 miles) is to be bid as a separate bid item (refer to bid sheet). In the event this run is eliminated, the actual bid price will be deducted from the contract and all bus mileage figures and variances will be adjusted accordingly.

Projected mileage:

Regular	42,000
Extra Curricular	5,000
George Stevens Academy	<u>15,000</u>
	62,000

IV. Buses.

The Contractor will provide a minimum of six (6) diesel buses for regular runs within the confines of Orland and provide evidence of availability of a sufficient number of spare

buses to cover breakdowns and to provide for extracurricular trips that may occur during the school day or at the time normal bus runs are being made.

The Contractor shall provide all vehicles to be used and shall bear all the operational, maintenance and insurance costs. The school department shall pay the fuel costs of such vehicles when transporting Orland children. All vehicles provided must meet Maine licensing requirements for operation as a school bus and all Maine Bus Safety Standards as now exist or may hereafter be amended. All vehicles must be inspected in accordance with State law pertaining to school buses. In addition, the Contractor shall be required to provide, on a monthly basis, evidence that regular safety inspections are being done. This may be in the form of driver inspection sheets that will be subject to School Department review. The Contractor shall also provide the School Committee with monthly vehicle maintenance charts. Buses must be repaired and serviced by the Contractor in a workmanlike manner and in a facility within the confines of the Town of Orland. The buses must be mechanically safe and sound at all times.

No bus shall be more than six years old at the time of its use for regular runs. Exceptions may be granted by the School Committee upon presentation of a full maintenance/condition report on the vehicle to be used. The School Committee reserves the right to accept or reject any buses to be used, or a replacement vehicle, should such buses fail to meet minimum safety standards.

All buses used shall be equipped with 2-way radios to be provided by the Contractor. The Orland School Department shall purchase and install a CB base station to allow adequate communication between the Orland Consolidated School and the buses should contact be necessary.

IV. Days.

The Contractor shall be required to transport students pursuant to this Contract for a period of one hundred seventy-five (175) minimum to one hundred seventy-nine (179) maximum days each school year. In the event, due to a change in State law or local committee decision, the school year for pupils is extended to exceed one hundred seventy-nine (179) days, the Contractor agrees to provide transportation at the contracted amount provided the total annual mileage does not exceed 62,000 miles. If the annual total mileage, including pupil and extracurricular miles, should exceed 65,000, then compensation to the Contractor shall be equitably adjusted.

The Contractor shall provide input relative to driving conditions regarding operation during inclement weather, but the decision to close school on any given day shall rest solely with the Orland Superintendent of Schools (hereinafter referred to as the "Superintendent").

In the event school is closed early due to weather conditions or otherwise, the Contractor shall be required to provide sufficient vehicles and drivers to ensure a safe, timely transportation of pupils without exceeding loading factors.

IV. Times.

The Contractor shall provide sufficient vehicles and drivers to maintain pupil transportation times compatible with existing schedules. Pupils shall not be picked up in the morning before 6:40 AM and must be delivered to the Orland School by 7:45 AM,

Bucksport by 8:00 AM, and George Stevens Academy by 8:15 AM and shall be discharged at night no later than 4:00 PM. The Orland Superintendent's Office must be notified whenever buses are running late.

In the event the Committee changes the school starting and ending times during the term of the Contract, the Contractor shall make the necessary adjustments to comply with the changed times. If the changes in the school starting and ending times cause the annual total mileage including pupil and extracurricular miles to exceed 65,000; then compensation to the Contractor shall be equitably adjusted.

This section of the Contract is subject to annual review depending on any possible changes in the starting or ending times of the school day.

V. Insurance.

The Contractor shall obtain and at all times during the term of the Agreement shall keep in full force a minimum of \$10,000,000 property damage/bodily injury insurance. Such coverage shall apply to any and all accidents in which buses might be involved. State policy requirements for insurance may be higher if the vehicles are to be also used as a public carrier. The Contractor shall also carry Worker's Compensation insurance in such an amount as is required by law.

Proof of insurance in the amount referred to above to cover carrying of passengers must be provided annually, in advance, to the Orland School Department in the form of an insurance certificate. The Contractor shall also be required to list the Town of Orland, the Orland School Department and its School Committee and its agents and employees as additional insureds.

Should State law change to require increased insurance coverage beyond what is stated, the Contractor shall comply.

VI. Drivers.

The Contractor shall provide drivers trained in the operation of school buses in general and in the operation of the specific vehicles to which they are assigned. Such drivers shall be exclusively employees of the Contractor, and shall not be considered to be agents, employees or representatives of the Committee for any purpose whatsoever. Such drivers will be of good reputation and good overall character, shall be courteous and considerate of the welfare of the students, and shall have clean driving records pertaining to the operation of motor vehicles. Such drivers shall be fully qualified as school bus drivers and shall have satisfied and shall comply with all applicable Federal, State and local laws relating to driving of school buses. Such drivers shall be responsible for maintaining order among the pupils on their buses at all times in accordance with regulations for pupil conduct on such buses, as promulgated by the School Committee. The Superintendent reserves the right to determine whether the Contractor has complied with the requirements of this section and to require the replacement of any driver who he/she determines is not performing satisfactorily or who is not maintaining order among the pupils on the buses, and the Contractor agrees to remove and replace such driver forthwith.

The Contractor shall pay all expenses and wages related to the employment of drivers for the school buses, and the Contractor shall be fully responsible for hiring and firing all

drivers, for procuring worker's compensation insurance protection for them, and for paying all unemployment compensation and payroll taxes regarding them. Drivers will be compensated for ALL snow days at their current pay rate and hours that they would normally receive as if they had worked.

The Contractor shall submit to the School Department copies of valid Maine school bus operator's licenses and State police check for any prior convictions. The Contractor shall submit to the School Department a list of regular and substitute bus drivers who may be employed by the Contractor. This list shall be submitted prior to the beginning of each school year and updated during the school year as necessary. The Contractor shall, at his/her expense, have each bus driver have a physical examination annually prior to driving any bus. The results of said exam shall be made available to the School Department.

VII. Pupils.

The Contractor shall be responsible for the care and supervision and conduct of pupils while being transported. The Contractor shall assist the Committee in establishing and enforcing such rules of conduct as required to ensure the safe and orderly transportation of the pupils. Rules of conduct should reference and be in compliance with the State of Maine guidelines for transportation of pupils. The Contractor shall report to the Committee any student who fails to conduct him or herself in accordance with the rules of conduct or whose behavior endangers the safe operation of the Contractor's buses. The Contractor and its drivers shall not administer bodily punishment to any student and shall not discharge any student from a bus other than at the student's designated stops or deprive any student of transportation except as authorized in writing by the Committee, provided, however, that the Contractor shall have the right with the approval of the Superintendent to withhold transportation service to any student who fails to conduct himself or herself in accordance with regulations for pupil conduct as promulgated by the Committee or whose behavior endangers the safe operation of Contractor's buses.

The Contractor will meet at least semi-annually with the School Committee for the purpose of reviewing any concerns by either party regarding student conduct, disciplinary procedures and operational procedures. Other meetings may be scheduled on an as-needed basis dependent upon the circumstances.

The Contractor will not transport on any bus while transporting the students any passengers other than students and persons authorized by the Superintendent or the Committee to be transported.

VIII. Pupil Training/Orientation.

The Contractor shall conduct training sessions for pupils in such areas as safety, conduct, good riding habits, emergency procedures, etc. Classroom space and time will be made available for this activity.

IX. Extracurricular Activities.

The Contractor shall provide vehicles and drivers sufficient to transport Orland students to and from extracurricular activities such as field trips, athletic events, etc., at the request of the School Department. The costs for these activities have been included in the statement of anticipated mileage.

X. Length of Contract

The term of the contract shall be for five (5) years from July 1, 2005 through June 30, 2010.

XI. Payment.

Payment for each year of the contract will be made monthly in twelve (12) equal installments starting July 1, 2005.

XII. Reports.

The Contractor shall be responsible for the preparation of all reports required by the State of Maine, including but not limited to the Uniform School Bus Accident Report, Pupil Transportation Safety Program, EF-T-21, Survey of Privately Owned Buses for School Purposes, EF-T-19.

XIII. Termination of Agreement.

The Contractor agrees with the Committee that this Agreement can be terminated upon any of the following conditions:

- (A) Mutual agreement of the parties;
- (B) Breach of the Agreement by either the Contractor or the Committee;
- (C) Failure of the Contractor to provide the services set forth herein in a prompt and effective manner to the satisfaction of the Committee.

XIV. Assignment.

The Contractor will not subcontract or assign any portion of rights or obligations under this Agreement without prior written approval of the Committee.

**ORLAND SCHOOL DEPARTMENT
CONTRACTED SERVICES FOR TRANSPORTATION
2005 TO 2010**

School Year July to June	Orland/Bucks. Rte. Bid Price	GSA Rte. Bid Price	Total Bid Price
2005/06	\$ 187,000.00	\$ 25,000.00	\$ 212,000.00
2006/07	\$ 192,600.00	\$ 25,750.00	\$ 218,350.00
2007/08	\$ 198,400.00	\$ 26,500.00	\$ 224,900.00
2008/09	\$ 204,400.00	\$ 27,300.00	\$ 231,700.00
2009/10	\$ 210,500.00	\$ 28,100.00	\$ 238,600.00

TOTAL 5 YEAR COST \$ 1,125,550.00

The contractor certifies that the requirements and stipulations outlined in the specifications are understood and that all the requirements of insurance, bus provisions and maintenance, drivers, pupil conduct, and training will be met.

Hold Harmless Clause

The contractor shall agree to obey all state laws, rules, and regulations pertaining to the transportation of pupils. In addition, the contractor shall agree to absolve, indemnify, and hold harmless the Town of Orland and the Orland School Department from any or all claims now and in the future that may be brought against the contractor as a result of fulfilling the terms of this contract.

SIGNATURE OF BIDDER _____

PRINTED NAME & TITLE James L. Schumann, II, Area General Manager

BUSINESS NAME Laidlaw Transit, Inc.

ADDRESS 49 Whittemore Farm, Rd., Swanzey, NH 03446

TELEPHONE NUMBER (603) 352-2303

ORLAND TRANSPORTATION BIDS

July 7, 2005

Mr. Snell and Mr. Ames discussed by phone the changes to the Orland Transportation Bid as follows:

<u>SCHOOL YEAR</u>	<u>ORLAND/BUCKS.</u>	<u>GEO. STEVENS</u>	<u>TOTAL</u>
2005/06	\$176,600	\$25,000	\$201,600
2006/07	\$195,200	\$25,750	\$220,950
2007/08	\$201,000	\$26,500	\$227,500
2008/09	\$207,000	\$27,300	\$234,300
2009/10	\$213,100	\$28,100	\$241,200
TOTAL 5-YEAR COST \$1,125,550			

Respectfully submitted,

Allan G. Snell

Allan G. Snell
Superintendent

AGS:sw
7/11/05

*Approved 3-6
By Orland School Committee
July 12, 2005
Allan G. Snell
Supt. of Schools*

**M.S.A.D. No. 18
(Prospect & Verona)
TRANSPORTATION CONTRACT**

Routes and Mileage

The Contractor may establish the routes to be followed, subject to approval by the Superintendent of Schools. The School Department must be consulted relative to providing existing route information, development of kindergarten runs based upon pupil assignment, and any run changes which occur during the school year.

The 2003/2004 mileage including kindergarten runs is projected at 35,750 with a three year average (2000-2003) of 35,300. However for bidding purposes, the contractor should anticipate annual mileage variances from 34,000 to 37,500 miles due to factors such as location of kindergarten children, new children who may move into areas not presently covered, breakdown mileage, etc.

Buses

The contractor will provide a minimum of three buses for regular runs within the confines of M.S.A.D. 18 and provide evidence of availability of a sufficient number of spare buses to cover breakdowns. At this time there is one kindergarten run daily which may be accomplished with a smaller bus if done so in a safe and timely manner without exceeding loading factors. The Board of Directors is currently considering all day Kindergarten which would eliminate the noon Kindergarten run. Additionally they are considering after school transportation. These potential changes should not impact overall mileage (see Days).

The Contractor shall provide all vehicles to be used and shall bear all the operational, maintenance, and insurance costs of such vehicles. The District shall pay the fuel costs of such vehicles when they are transporting M.S.A.D. No. 18 children. The bid price shall reflect the fact that the District will be purchasing the fuel. The contractor shall obtain fuel for the buses at a location in the District or Bucksport as specified by M.S.A.D. No. 18.

All vehicles provided must meet Maine licensing requirements for operation as a school bus and all Maine Bus Safety Standards as now exist or may hereafter be amended. All vehicles must be inspected in accordance with State law pertaining to school buses. In addition, the Contractor shall be required to provide, on a monthly basis, evidence that regular safety inspections are being done. This may be in the form of driver inspection sheets which will be subject to School Department review. The Contractor shall also provide monthly vehicle maintenance charts. Buses must be repaired and serviced in a workmanlike manner and must be mechanically sound at all times.

At the start of the contract, July, 2004, the contractor agrees to provide buses that shall be no more than eight (8) years old and shall meet all other requirements of the contract and which will be used throughout the duration of the contract to provide transportation for S.A.D. 18 students. No bus shall be more than ten (10) years old at the time of its use for regular runs. Exceptions may be granted by the Superintendent of Schools upon presentation of the full maintenance/condition report on the vehicle to be used. The Board of Directors reserve the right to accept or reject any buses to be used or a replacement vehicle should such buses fail to meet minimum safety standards.

All buses used shall be equipped with two-way radios to be provided by the contractor and two-way radio communication will be provided to ensure bus to bus to Contractor communications.

All buses must be housed (stored) within five miles of the nearest border of S.A.D. 18.

Days

One hundred seventy-five minimum to one hundred eighty maximum. In the event, due to a change of State law or a local decision, the school year for pupils is extended to exceed one hundred eighty days, the Contractor shall provide transportation at the contracted amount provided the total annual mileage does not exceed 37,500 miles. If the annual total mileage should exceed 37,500 miles, in any one of the contract years then there shall be a \$.70 per mile adjustment in the compensation to the Contractor. If the annual total mileage should fall below 34,000 miles in any one of the current years, then there shall be a reduction in the contract of \$.70 per mile to M.S.A.D. No. 18.

The Contractor shall provide input relative to driving conditions regarding operation during inclement weather but the decision to close school on any given day shall rest solely with the School Department.

In the event school is closed early due to weather conditions or otherwise, the Contractor shall be required, with adequate notice, to provide sufficient vehicles and drivers to ensure a safe, timely transportation of pupils without exceeding loading factors.

Times

The Contractor shall provide sufficient vehicles and drivers to maintain pupil transportation times compatible with existing schedules. Pupils shall not be picked up in the morning before 6:50 a.m. and must be delivered at the K-4 elementary and middle schools by 8:00 a.m., at Bucksport High School by 7:55 a.m., and shall be discharged at night no later than 4:00 p.m. The Superintendent's office must be notified whenever buses are running late.

Insurance

The Contractor shall obtain and at all times during the term of the agreement shall keep in full force a minimum of \$1,000,000 property damage/bodily injury insurance. Such coverage shall apply to any and all accidents in which buses might be involved. State policy requirements for insurance may be higher if the vehicles are to be also used as a public carrier. The contractor shall also carry Workers' Compensation Insurance in such an amount as is required by law.

Proof of insurance in that amount to cover carrying of passengers and Workers Compensation must be provided to the M.S.A.D. No. 18 Administrative Agent in the form of an insurance certificate. The Contractor shall also be required to list M.S.A.D. No. 18 and its Directors and Agent as additional insured.

Should State laws change to require increased insurance coverage beyond what is stated, the Contractor shall comply.

Drivers

The Contractor shall provide drivers trained in the operation of school buses in general and in the operation of the specific vehicles to which they are assigned. Such drivers will be of good reputation and shall have clean driving records pertaining to the operation of motor vehicles. Such drivers shall be fully qualified as school bus drivers and shall have satisfied all applicable Federal, State, and local laws relating to driving of school buses. Such drivers shall be responsible for maintaining order among the pupils on their buses at all times in accordance with regulations for pupil conduct on such buses, as promulgated by the Board of Directors. The Board of Directors, through its Administrative Agent, reserves the right to request the removal of any driver who it finds does not meet the foregoing requirements or who it finds is not maintaining order among the pupils on the buses, and the Contractor agrees to remove such drivers forthwith pending an investigation.

The Contractor shall pay all expenses and wages related to the employment of drivers for the school buses, the Contractor shall be fully responsible for hiring and firing all drivers, for procuring workers compensation insurance protection for them, and for paying all unemployment compensation and payroll taxes regarding them.

The Contractor shall submit to M.S.A.D. No. 18 Administrative Agent copies of valid Maine school bus operator's licenses and State Police check for any prior convictions shall be made. The Contractor shall submit to the Administrative Agent a list of regular and substitute bus drivers who may be employed by the Contractor. This list shall be submitted prior to the beginning of each school year and updated during the school year as necessary. The Contractor shall, at his expense, have each bus driver have a physical examination annually, prior to driving any bus. The results of said exam shall be made available to the Administrative Agent, if requested.

Pupils

The Contractor shall be responsible for the conduct of pupils while being transported and shall establish and enforce such rules of conduct as required to ensure the safe and orderly transportation of the pupils. Rules of conduct should reference and be in compliance with the State of Maine guidelines for transportation of pupils.

The Contractor will not transport any passenger other than students and persons authorized by the Superintendent or the District while transporting M.S.A.D. No 18 students.

The Contractor will meet at least semi-annually with the School Board for the purpose of reviewing any concerns by either party regarding student conduct, disciplinary, and operational procedures. Other meetings may be scheduled on an as-needed basis dependent upon the circumstances.

Pupil Training/Orientation

The Contractor shall conduct training sessions for pupils in such areas as safety, conduct, good riding habits, emergency procedures, etc. Classroom space and time will be made available for this activity but it will be the Contractor's responsibility to coordinate such training programs with the schools.

Hold Harmless Clause

The Contractor shall agree to obey all State laws, rules, and regulations pertaining to the transportation of pupils, including but not limited to, State and municipal motor vehicle laws. In addition, the Contractor shall agree to absolve, indemnify and hold harmless the M.S.A.D. No. 18, its Directors, and Administrative Agent from any or all claims now and in the future which may be brought against the Contractor and/or M.S.A.D. No. 18, its Directors, and Administrative Agent as a result of any breach of any terms of the agreement. The Contractor shall agree to pay any legal fees and court costs incurred by M.S.A.D. No. 18, its Directors, and Administrative Agent in enforcing any terms of the agreement or in any defense based upon the Contractor failing to comply with the agreement.

A signed statement to this effect shall be a part of the final written contract.

Five Year Contract

The term of the contract shall be for five years (July 1, 2004, through June 30, 2009).

On the Standard Bid Form provided, the Contractor shall submit a bid for each of the five years.

Payment

Payment will be made monthly, in twelve equal installments, July to June, based on the annual payment schedule.

Bid Clause

All bids must be submitted on the form provided and all applicable State laws regarding transportation bids must be complied with.

Bids not submitted on the bid form, contained in an improperly marked envelope or wrapper, and/or otherwise failing to comply with State laws regarding transportation bids will be rejected.

M. S. A. D. No. 18 reserves the right to accept bids for consideration or to reject any or all bids received. Furthermore, M.S.A.D. No. 18 shall negotiate a contract in the best interest of the District, will ensure the safe and efficient transportation of the pupils, and therefore reserves the right to accept a bid other than the low bid.

Demonstration of proficiency

The successful bidder will have demonstrated proficiency in pupil transportation services.

Interview Format and Reference Checks

The M. S. A. D. No. 18 Board of Directors reserves the right to interview bidders before a final decision is made to award the bid. In order to prepare for this interview, you must submit with your bid the following information.

- 1) a letter or certificate from your insurance company stating that your firm can meet the insurance requirements as outlined in these specifications.
- 2) a list of at least three recent credit references and addresses of same;
- 3) a list of at least three business or contract references either in the area of transportation or firms with whom you have recently contracted.

NOTE: The M.S.A.D. No. 18 Board of Directors reserves the right to conduct any additional credit or reference checks which it or its Administrative Agent may deem necessary.

During the interview, please be prepared to respond to all areas outlined in the bid specifications such as communications with the Board of Directors, pupil discipline procedures to be followed, maintenance of equipment, driver qualifications, pupil training and/or orientation, etc.

Bidders will be notified of the date and time of the interview schedule.

NOTE: A final contract cannot be approved by the Board of Directors of M.S.A.D. No. 18 until approval at the Annual District Budget Meeting which usually is conducted in June of each year.

**M.S.A.D. No. 18
TRANSPORTATION CONTRACT**

School Year (July – June)

Choice of Payment

2004/2005

1) \$ 92,486

2005/2006

2) \$ 95,260

2006/2007

3) \$ 98,118

2007/2008

4) \$ 101,062

2008/2009

5) \$ 104,094

TOTAL FIVE YEAR AMOUNT =

\$ 491,020

Should the School Department request a monitor to ride a bus for an extended period of time, the monitor shall be provided by the Contractor with the expense incurred by the School Department. An hourly rate of \$15.00 per hour will be charged to the School Department.

CONTRACT

The Contractor agrees with the Board of Directors of M.S.A.D. No. 18 that this Agreement can be terminated upon either of the following conditions:

- (A) Mutual agreement of the parties;
- (B) Breach of the agreement by either the Contractor or the Board of Directors.

This agreement is the complete agreement between the parties and can be modified only by written agreement by both the Contractor and the Board of Directors.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day and year indicated below.

Date: 6/16/04

Chairperson of Board of Directors Thomas Carpenter

Date: 6/16/04

Superintendent of Schools Major J. Carter

Date: 6/16/04

Laidlaw Transit, Inc. Scott Ames



STATE OF MAINE
DEPARTMENT OF EDUCATION
23 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0023

JOHN ELIAS BALDACCI
GOVERNOR

SUSAN A. GENDRON
COMMISSIONER

October 27, 2008

Rob Howard, RPC Chair
62 Mechanic Street
Bucksport, ME 04416

Dear Mr. Howard:

Thank you for the revised Reorganization Plan that you submitted on behalf of the Bucksport and Orland School Departments and MSAD 18 on October 16, 2008 for Department review for compliance with the school reorganization law, P.L. 2007, chapter 240, Part XXXX.

I recognize how much time, effort and thoughtful work is required to complete a reorganization plan and appreciate the efforts made, to date, by all those involved.

Members of my staff and I have reviewed the submission and offer the comments and notes listed below to assist you in completing the plan. If you make any substantive change(s) to any part of the plan beyond those listed below, please be sure to note those on the Updated Reorganization Plan Cover Sheet Checklist, along with notation of those items that have changed per the notes contained in this response.

General Documentation (Submittal Sheet)

- All information submitted as required.

General Comment

- Please remove all references to "RSU 9" from your plan. The Department cannot assign a regional school unit number until after the reorganization plan is approved by the Commissioner and the voters at referendum.

Checklist/Plan Text Items

Items Checked "Complete"

With respect to the items you checked as "complete", please note the following:

** Required Elements*

3. Please correct the 7/1/07 census number for Orland on p.1 of your plan to reflect the actual number of 2,015 (see attached).

6. Please review the guidance and templates offered in the Drummond Woodsum workshop materials of June 2008 when completing this section, specifically in regards to the new RSU assuming liability and becoming the fiscal agent.

Also, please consider clarifying the first sentence in Part A of this section by rewording it to read, "Under the current school funding formula, Bucksport's state-approved debt payments for debt that remains on June 30, 2009 shall be allocated to Bucksport in the regional school unit and shall be State funded so long as Bucksport remains at the annually established mill expectation. These payments are not a tax burden for Orland, Prospect, or Verona."

11. 70% of the students in this proposed RSU would be less than 1,000 – this proposed RSU must have 1,200 students to be in compliance with the reorganization law. You must also use the enrollment figures from October 1, 2006 in calculating the average number of resident pupils of 1,255 ($\times .70 = 878.5$). The Department has been using the October 2006 counts since the inception of the reorganization law and must remain consistent with that. Thus, either all of the units must approve the plan at referendum or you must re-start the process.

13 D.1. Please provide clarification as to whether you plan to continue the tuition contract, and, if so, why tuition contracts would be needed between RSU members. You may want to consider reconciling the information provided on p. 13 under the heading Year 3 and later with what is provided here in the table for Orland, for clarification and consistency.

13 D.2. Please complete this section in accordance with the provisions of the reorganization law governing school choice, Section 1479(5), with respect to the responsibility for additional expense. Please consider language such as the following to clarify these expenses: "As provided for in law, grade levels in the existing SAUs that have choice of schools as of the operational date of the RSU shall continue to have the same choices in the RSU. The RSU shall pay the maximum allowable tuition pursuant to 20-A MRSA Sections 5804, 5805 and 5806. If the tuition payable to the choice school exceeds the RSU tuition rate, the additional expense pursuant to 20-A MRSA Section 1479 sub-section 5 shall be an additional local assessment to the responsible municipality. The municipality may then assess the residents for the amount of tuition paid over the established tuition rate for the RSU."

We will review all items on the checklist again, upon your completion of the plan.

SUBMISSION OF REVISIONS:

Please provide the additional materials to complete your plan by Friday, November 14, 2008 in order to meet the referendum timeline requirements. Please include:

- Any additional data required
- An updated Submittal Page with Signatures
- An updated Cover Sheet Checklist
- A copy of this Response from the Commissioner.

I will respond no more than 14 days after the revisions/additional materials are refiled with the Department. As you are the contact person identified on the Submittal Sheet, this response is addressed to you but with the understanding that you will share it with your school administrative unit board members.

Finally, what I am reviewing for approval is a plan (or a submission, if the plan is incomplete) which is by its very nature prospective, with steps yet to be taken or finalized; and any review comments or approval given are in relation to the elements required under P.L. 2007, chapter 240, Part XXXX but not the legality of all the activities proposed. Thus, I strongly recommend that you have your own legal advisor(s) review the details of any particular transaction proposed in your plan (particularly with respect to the disposition of property, to debt, and to employee contracts/relations) as you proceed, to ensure the legality of the steps you'll be taking to implement the plan. If that review leads to any substantive changes in any parts of your plan, please be sure to submit an amended plan to the Department for our review and our file.

If you have questions or concerns, I encourage you to contact Ray Pôulin or Norm Higgins of our Reorganization Team. They may be reached by phone at 624-6802.

Sincerely,



Susan A. Gendron
Commissioner of Education

Enc.

cc: Marc Curtis, Superintendent, Bucksport and Orland School Departments/MSAD 18

***Proposed RSU board apportionment plan is in compliance with 20-A MRSA Section 1472
Bucksport, Orland, Prospect and Verona***

METHOD "D" WEIGHTED VOTING - that is in compliance of the "one man - one vote principle"

Municipality	2007 Est. Federal Decennial Census	Percent of Population	Total Votes	Number of Directors	Number of Votes		Percentage of Voting Power per Director	Total Votes by Municipality
					Per Director	Director		
Bucksport	4,912	60.4%	4,912	4	1,228		15.1%	4,912
Orland	2,015	24.8%	2,015	2	1,008		12.4%	2,016
Prospect	633	7.8%	633	1	633		7.8%	633
Verona	578	7.1%	578	1	578		7.1%	578
TOTALS	8,138	100.0%	8,138	8				

The total votes cast by the directors of a municipality must equal the total population of the municipality. Thus, the plan is in compliance with the one man - one vote principle.